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* * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

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CURRENT TOPICS.

THE RULE COMMITTEE were to meet again on Thursday last to continue the consideration of the draft consolidated and revised Rules of Court.

WE PRINT elsewhere a rule which has been made with reference to payment into court under the Life Assurance Companies (Payment into Court) Act, 1896. Under R. S. C., ord. 54c, an assurance company desiring to pay money into court is required to file an affidavit similar to that which is filed upon a payment into court under the Trustee Act. The new rule, which is rule 41c of the Supreme Court Funds Rules, requires that there shall be annexed to the affidavit a lodgment schedule stating the title and address of the company, the amount of the money proposed to be lodged, and the ledger credit to which it is to be placed. The rule takes the place of the temporary rule recently issued and certified as urgent.

THE FOLLOWING are the names, and dates of call to the bar, of the new Queen's Counsel:—Mr. WILLIAM ROBERT McCONNELL, 1862, Chairman of the London County Sessions; HENRY BARGRAVE DEANE, 1870, Probate and Divorce Division and South-Eastern Circuit, Recorder of Margate; RICHARD HOLMDEN AMPHLETT, 1871, Oxford Circuit, Recorder of Worcester; LLEWELLYN ARCHER ATHERLEY-JONES, 1875, North-Eastern Circuit; JOHN STRACHAN, 1876, North-Eastern Circuit; CHARLES ALFRED RUSSELL, 1878, Northern Circuit; LAWRENCE COLVILLE JACKSON, 1879, Judicial Commissioner of the Malay Protected States; and HUGH FERWICK BOYD, 1880, North-Eastern Circuit.

IT HAS already been settled that the requirement of section 9 of the Bills of Sale Act, 1882, that bills of sale given by way of security for the payment of money shall be void unless made in accordance with the statutory form, extends to all the details given in the form. Consequently, since the form appends to the attestation clause the direction, "Add witness's name, address, and description," a failure to insert any of these items invalidates the bill of sale (*Parsons v. Brand*; *Coulson v. Dickson*, 25 Q. B. D. 110). In the first of these cases the witness only gave his name, in the second his name and address; and the bills of sale were accordingly void. In *Sims v. Trollope & Sons* an

attempt has been made in the Court of Appeal this week to excuse the failure to insert the witness's description on the ground that he had no occupation, and could only have been described as "gentleman." But the excuse has not availed the grantee of the bill of sale. Every man has a description, whether he has an occupation or not, and the law of bills of sale is to be exacted to the uttermost letter.

THE OTTAWA correspondent of the *Times* has thought it worth while to cable the important information that the benchers of the Ontario Law Society have passed rules admitting ladies to the bar under an Act of the Provincial Legislature giving them power to do so. He adds that the rules stipulate that lady barristers must appear in court "attired in a black dress under a black gown, with white collar and cuffs, and bareheaded." We cannot help thinking that there are some serious omissions and perhaps some misstatements here. It seems, in the first place, quite unnecessary to provide that the black dress shall be "under a black gown"; a fuller acquaintance with the mysteries of feminine costume would have convinced the benchers that it would not be practicable to put the black dress over the black gown. In the next place, there is no mention of the material of the black dress. It must, we presume, be stuff while the ladies are at the outer bar, but when they "take silk" it should obviously be *moiré antique* or satin, to distinguish it from the silk gown. But then what trimmings are allowable? "Pass-men-terrie" (if that is the right spelling), would seem to be appropriate. And, again, while white collars and cuffs are specified, why are the all-important barristers' bands overlooked? The only explanation we can give is that the collars and cuffs may be for the maiden barrister, and that only after the lady's banns have been duly published can she assume the bands. What, by the way, is to be the professional costume of a widow-barrister?

THE CASE of *Beatty v. Cullingworth*, which was tried this week before HAWKINS, J., and a special jury, is a very uncommon one, and one which involves a principle of great importance to the medical profession. The issue was simple. The plaintiff alleged that she had consented to a certain surgical operation, and to that only, being performed upon her by the defendant, but that when she was unconscious under his hands, the defendant had not only performed that operation, but also a further operation which she had forbidden. The defendant, on the other hand, asserted that the plaintiff had put herself in his hands, and had trusted to his discretion, and that the further operation was found to be necessary. The jury without hesitation found in favour of the defendant. Now, no medical man is justified in performing an operation upon an adult person, even in order to save life, without that person's consent. There is an exception to this, according to the late SIR JAMES STEPHEN, in the case of a person injured by an accident which renders him insensible. Under such circumstances, if a surgical operation is necessary, it may be performed without his consent. In all other cases the consent of the patient, either express or implied, must be obtained. In the majority of cases, most likely the consent may be said to be implied rather than express. The patient believes that some operation is necessary, and consents to such operation being performed as the surgeon thinks advisable, leaving himself in the hands of the surgeon as to the precise extent of the operation. Probably no practitioner of good position would undertake an operation if he were not given some discretion as to the nature and extent of the operation. It is absurd to argue that where a surgeon in the course of an operation finds it advisable or necessary to go further than he anticipated, he must, as a rule, restore the patient to consciousness and take his or her instructions. When a patient consents to an operation and does not give express directions to the surgeon, it seems only fair to presume that the surgeon has implied authority to do what he thinks best for the patient. At the same time, if a surgeon is in fact expressly forbidden by a patient to perform a certain operation, and if he nevertheless does perform it, he incurs most serious liabilities. In the first place, he is liable to an action of tort (such as was brought

against Dr. CULLINGWORTH by Miss BRATTY), though, if the surgeon could shew that he had probably saved the plaintiff from death or serious harm, it is not likely that the damages would be considerable. He would, however, besides this, be liable to indictment for a criminal offence. If the operation were performed under the *bona fide* belief that it would benefit the patient, the surgeon could hardly be convicted of any guilty intent, but he could be convicted, under section 20 of 24 & 25 Vict. c. 100, of unlawfully wounding, and if the patient were to die, he would run the risk of a conviction for manslaughter.

THE LOCOMOTIVES on Highways Act, 1896, has been in force for a week, but it is not probable that many of the new vehicles will be seen for some little time. When they become common, as they seem certain to do, there can be little doubt that the regulations made by the Local Government Board under the powers conferred by the Act will frequently be brought under the notice of the magistrates. Any breach of the regulations is punishable summarily by a fine not exceeding ten pounds. Most of the rules are simple, and an alleged breach will be either proved or disproved with the greatest ease. Others, however, promise to give occasion to many a hard fight in the police-courts and to much conflict of evidence. Take, for example, that regulation which limits the rate of speed at which a light locomotive may travel to twelve miles an hour. There is probably nothing more difficult to judge of than the pace at which a vehicle is going when it passes one on the road. In bicycle cases, as everyone who reads the newspapers must notice, the evidence as to speed is often extraordinary; one witness, perhaps, putting it at four miles an hour and another at twenty miles an hour, and both probably giving an honest opinion. It may safely be said that hardly anyone can distinguish with any degree of certainty, by eye alone, between a speed of ten miles an hour and a speed of fourteen miles an hour; yet the one is two miles an hour less than the maximum authorized rate, and the other as much above that rate, and proof of the excess will often have to rest on the opinion of inexperienced witnesses. Even if the driver of a light locomotive drives his machine at a pace well within the authorized limits, he may still be guilty of an offence, for he is forbidden to drive "at any speed greater than is reasonable and proper having regard to the traffic on the highway." This is a principle which, of course, should be observed by the driver of a horse. But if he does not observe it, he is under no criminal liability, unless his pace is so great as to amount to "furious" driving, and is only liable civilly to any person whom he may injure. The question what is a reasonable and proper speed will often cause justices much trouble. There is, again, the regulation which requires the driver to stop on the request of any person having charge of a restive horse, or on such person putting up his hand as a signal for the locomotive to stop. This is clearly liable to great abuse at the hands of drivers of horses who feel that their employment is threatened by the use of the new vehicles; and no doubt justices will often have great difficulty in deciding questions of fact as to the *bona fides* of such requests to stop, and as to the alleged restiveness of the horse.

A CORRESPONDENT raised in our last week's issue (*ante*, p. 44) a question as to settlement estate duty, which at first sight presents much difficulty. The question may be stated as follows: "A. by will gives property to B. for life, with remainder to her children attaining twenty-one, &c., in the usual manner, and, in default of children, on such trusts as B. shall appoint. Is settlement estate duty payable on the death of A.?" The duty in question is payable if, and only if, the property passes on A.'s death to a person not competent to dispose of the property: Finance Act, 1894, s. 5 (1). The writer of the letter above referred to points out that it is impossible to determine on the death of A. whether the settlement estate duty will ultimately attach or not, because it cannot then be ascertained whether the power of appointment will ever become exercisable or not, and therefore whether B. is "competent to dispose of the property." In endeavouring to answer this question, it must be remembered—a caution that we have

not found unnecessary in practice—that settlement estate duty is an estate duty, and that therefore, unless the Act states to the contrary, all the provisions of the Act relating to estate duty relate also to settlement estate duty. It is provided by section 6 that estate duty is a stamp duty to be paid by the executor in respect of personal property of which the deceased was competent to dispose at his death, on delivering the Inland Revenue affidavit—i.e., on proving the will; and where not paid by the executor, on an account at the expiration of six months from the death. There are no provisions in the Act authorizing the postponement of payment of duty, except the provisions as to payment in certain cases by instalments (section 6 (8)), and the provisions as to interests in expectancy (section 4 (6)); in every other case the duty has to be paid, and therefore ascertained, in a short time after the death. It therefore appears to us that for the purpose of ascertaining whether settlement estate duty is payable, we are of necessity forced to take into account the state of facts existing at the death of the testator, as, if this was not the case, we should expect to find provisions in the Act for obtaining repayment of duty from the Crown where duty was paid which, owing to subsequent events, became not payable, or, where duty had been paid on death, for payment of additional duty in respect of the same death owing to facts which occurred after that death. Neither of these provisions will be found in the Act. No doubt provision is made in the Act for the repayment of duty when too much has been paid (section 10 (1)), but this provision appears to apply to cases of payment by mistake; it is, at all events, probable that if it was intended to apply to repayment arising from a different amount of duty becoming payable owing to a changed state of facts, some words to that effect would have been inserted. Assuming that our view is correct, and that we must take into account only the state of facts existing at the death of the testator, the answer to our correspondent is, that in the case put by him settlement estate duty is payable, because if the power given to B. was then exercised it is not certain that the exercise of the power would ever take effect; or, in other words, that the power only arises on a condition—viz., that of no child attaining twenty-one, &c.—and that there will be no claim for repayment if in the event the general power becomes exercisable. Similar reasoning applies to a case which often occurs in practice—viz., where a testator gives his property to such of his children as attain twenty-one, or being daughters marry, and settles the shares of the daughters. Suppose that at the death of the testator one of his sons is an infant, his share is settled on the occurrence of one event—that of his death under twenty-one, but is unsettled if he attains twenty-one. It is necessary to determine what duty is payable within a short time from the death, and the conclusion at which we arrive—a conclusion which we understand is pretty generally accepted by the profession—is that the share, or rather such part of it as can in any event pass to a daughter, is liable to settlement estate duty.

THE CASE of *St. Martin's Vestry v. Ward* (reported in another column) decides a question of great importance in connection with the sanitary laws of the Metropolis. The facts were simple. A house in the parish of St. Martin's was formerly drained into a sewer which lay to the rear of the premises. In 1894 the Vestry made a new sewer in front of the premises, and called on the defendant, the owner, to connect his house with the new sewer. In default of his compliance with their request, the Vestry executed the necessary work themselves and sued the defendant to recover the expenses so incurred. Section 73 of the Metropolis Management Act, 1855, provides that if any house be found not to be drained by a sufficient drain communicating with some sewer to the satisfaction of the Vestry, and if a sewer of sufficient size be within one hundred feet of any part of such house and on a lower level, the Vestry may require the owner to construct an adequate drain from the house to such sewer, and upon his default may themselves construct such a drain and recover the expenses from the owner. It was on this section that the Vestry relied in their action. Section 69 requires a Vestry to make such sewers as are necessary for effectually draining their district, and enacts that where a vestry provides a new sewer in substitution for a sewer dis-

continued, closed up, or destroyed, they may alter the private drains communicating with the old sewer, or destroy them and provide new drains in lieu thereof, "but so that in every case the altered or substituted drain shall be as effectual for the use of the person entitled thereto as the drain previously used." In this case there is no provision that the expenses of the Vestry shall be recouped to them by the owner. The Vestry, however, contended that if the evidence shewed that the defendant's old drain was not a sufficient one, they had power to compel him to construct a proper one, and that the fact that they had constructed a new sewer did not affect his liability, but enabled them to require that his new drain should communicate with the new sewer instead of with the old one. On the other hand, the defendant, relying on section 69, argued that, whatever was the condition of the old drain when the Vestry had constructed a new sewer, they were acting under section 69, and were bound to connect the defendant's house with the new sewer at their own expense. The latter view was held to be correct both by WILLIS, J., in the court below and by the Court of Appeal. Vestries cannot, therefore, rely on the defective condition of existing private drains as throwing on the owners the burden of making new drains when they have themselves decided to make a new sewerage system in substitution for the system with which the defective private drains at present communicate.

THE COMPANIES BILL of 1896 introduced, it will be remembered, three new grounds for winding up: (a) where the court was satisfied that a certificate of incorporation had been obtained by fraud, misrepresentation, or mistake, or by a wilful violation of any provision of the Companies Acts; (b) where the court was satisfied that the company was formed, or that its business had been carried on, with the intent or in such a manner as to defraud, defeat, or delay creditors, or for any fraudulent or illegal purpose; and (c) where the court was satisfied that any shares had been allotted in contravention of the provisions of the Bill; and where a winding-up order was made upon any of the above grounds, the court might, in the course of the winding up, declare the liability of any one or more of the members to be unlimited: see clause 26. It was pointed out in the *SOLICITORS' JOURNAL* (see vol. 40, p. 456) that the provisions of clause 26 had apparently been suggested by *Salomon's case* (*Broderip v. Salomon*, 43 W. R. 612, 641; 1895, 2 Ch. 323), and attention was drawn to the grave effect on company business of making the limited liability on which members relied dependent on the mercy of the court under the great variety of circumstances that might be held to fall within such a provision. The House of Lords has now unanimously reversed the decision of the court below in *Broderip v. Salomon*, and we discuss the question fully elsewhere. But we may point out here that the case presents a striking illustration of the difficulty of estimating the responsibility of persons concerned with the promotion or conduct of an unsuccessful company for its non-success, and the impossibility of satisfactorily administering a large jurisdiction like that proposed to be given by the 26th clause of the Bill, to visit the consequences of a company's failure on selected individuals. Contrast the different views, alike of the facts and the law, entertained by the courts in *Salomon's case*. The Court of Appeal considered the limited company as a device to defraud SALOMON'S creditors, and an abuse of the machinery of the Companies Acts, and, with the aid of the law of trusts, upheld the decision of VAUGHAN WILLIAMS, J., which was rested on the law of agency, the judges sharply criticizing the purpose for which the company was formed, the way in which it was formed, and the use made of it. The Lord Chancellor, on the other hand, says, as to the law: "No case of fraud upon the company could here be established. If there was no fraud and no agency, and if the company was a real one and not a fiction or a myth, every one of the grounds upon which it is sought to support the judgment is disposed of." And as to the facts: "It is, I think, only justice to the appellant to say that I see nothing whatever to justify the imputations which are implied in some of the observations made by more than one of the learned judges. The appellant, in my opinion, is not shewn to have done, or to have intended to do, anything dishonest or unworthy, but to have suffered a great misfortune without any fault of his

own." And the other learned lords are scarcely less emphatic in expressing their dissent from the Lords Justices in both respects.

HITHERTO it seems there has been no decision of the Scotch courts that a vessel which is to blame for a collision or other damage is subject to a maritime lien for the amount of the loss in favour of the owners of the innocent vessel, although in England the existence of the lien has long been recognized, and its nature was fully explained by the Privy Council in the case of *The Bold Buccleugh* (7 Moo. P. C. 267). In *M'Knight v. Currie* (22 Sess. Cas., 4th Series, 607) the majority of the Court of Session held that this absence of authority was a sufficient reason for refusing to admit a lien for damage in the law of Scotland. It is important, however, that in matters of shipping the law administered in all parts of the United Kingdom should be the same, and indications of opinion that the Scotch admiralty law is identical with the English are not wanting in the Scotch reports. "It would be very surprising," said the late Lord President INGLIS, then Lord Justice Clerk, in *Boetticher v. The Carron Co.* (23 Sess. Cas., 2nd Series, p. 331), "if, at the present day, ships enjoying the privileges, and subject to the conditions of British registry, should sail from the ports of the United Kingdom under the same flag and subject to the same statutory regulations in all respects, and yet that in case of collision the legal rights of the parties might vary according as the case may be tried in one British Admiralty Court or another." This view has been taken by the House of Lords in the appeal in *M'Knight v. Currie*—now *Currie v. M'Knight*—in which judgment was delivered on Monday. The admiralty law, it is authoritatively declared, is the same for the two countries, and, although, in deciding what is the law to be thus applied in common, the English decisions are not necessarily to be followed, yet the principle of *The Bold Buccleugh*, allowing a maritime lien in the case of collision, is re-affirmed. The conditions of modern navigation, says Lord WATSON, "make it highly expedient to secure the careful handling of ships by giving a remedy against the corpus of an offending ship, and not merely a personal claim against the owners. The lien for damage, it may be observed, takes priority over the claim of a mortgagee (*The Alins*, 2 W. Rob., p. 116), and, like other maritime liens, it follows the ship into whosesoever hands she comes, save upon a judicial sale, when it is transferred to the proceeds.

BUT WHILE the House of Lords in *Currie v. M'Knight* overruled the Court of Session on the question of recognizing a maritime lien for damage by Scotch law, the decision of the latter tribunal was affirmed upon the ground that no case for a lien had arisen. In making the corpus of the ship responsible the ship is figuratively regarded as an actual offender, or, at least, it bears the blame as the instrument by which the damage is caused. Damage "done by a ship," said BOWEN, L.J., in *The Vera Cruz* (9 P. D., p. 101), means damage done by those in charge of a ship with the ship as the noxious instrument. Hence there is no lien where the damage is due simply to the wrongful act of those in charge of the ship otherwise than in the course of navigation. In *Currie v. M'Knight* three ships were moored side by side to a quay at Port Askaig, in the Sound of Islay, where there was no harbour. *The Easdale* was outside, and her cables passed over the deck of *The Dunlossit*, which was in the middle. After a stormy night the master of *The Dunlossit* deemed it prudent to part company with his neighbours, and, having given notice of his intention, he cut the mooring-ropes of *The Easdale* and stood out to sea. But *The Easdale* was not prepared for this manœuvre. Being shorthanded she could not get up steam in time, and she was driven ashore and damaged. Under these circumstances it was difficult to say that *The Dunlossit* was herself the cause of the damage so as to involve her in the consequences of the wrongful act of the master. "Damage in respect of which a maritime lien is admitted must," said Lord WATSON, "be either the direct result or the natural consequence of a wrongful act or manœuvre of the ship to which it attaches. The negligence is the negligence of those in charge, but the ship is the instrument which causes the damage." Similarly Lord HERSCHELL observed that the ground of the decision

in all the cases was that the vessel on which the lien was enforced had, in maritime language, done the damage. In the present case, however, the wrongful act was preparatory to the navigation of *The Dunlossit*, and the vessel herself was not concerned in it. Subject to the limits thus laid down, Lord HERSCHELL said that the doctrine of maritime lien in cases of collision is too well established to be now questioned, and so, of course, it is.

THE RESUSCITATION OF THE ONE-MAN COMPANY.

THE unanimous judgment of Court of Appeal No. 2 in *Broderip v. Salomon & Co.* (43 W. R. 612; 1895, 2 Ch. 323)—the "One-Man Company" case—has been unanimously reversed by the House of Lords, and in future the former well-meaning but slightly erratic tribunal will perhaps abandon the rôle of legislators, and adhere to the humbler but still useful task of interpreting the law. It may with safety be said that there has rarely been a case in which a court has so deliberately read into an Act of Parliament requirements of which the Legislature had given no hint, only for them to be decisively read out again upon appeal. Upon ordinary occasions the success of an appeal does not impugn the sagacity or accuracy of the inferior court. There is room for legitimate difference of opinion, and the higher tribunal casts the weight of its authority into the opposite scale. But *Broderip v. Salomon & Co.*—or, as the title has become in the House of Lords, *Salomon v. Salomon & Co.*—is not an ordinary case, and the judgments delivered in the Court of Appeal were not ordinary judgments. From the time when they were delivered they have been the despair of every lawyer who has had to advise by the light of them, and it has been a vain quest to try to extract any principle consistent at once with the facts and with the provisions of the Companies Act, 1862. If the case rested on fraud, it was impossible to see where the fraud came in. If it rested on the provisions of the statute, it was impossible to see how these had not been complied with. In both aspects the House of Lords find the judgments of the Lords Justices impossible. There was no fraud; there was no failure to create a perfect statutory corporation. The company had a valid independent existence of its own, and the new doctrine that it was agent or trustee for its chief promoter so as to make him responsible for its debts was a pure invention. The discomfiture of Court of Appeal No. 2 is complete.

The facts of the case lie within a very small compass. In 1892 Mr. ARON SALOMON was minded to convert his business of a boot manufacturer, at that time a solvent and prosperous one, into a limited liability company, and he did this in a manner perfectly well known and sanctioned at once by the Companies Acts and by long use. He placed his own value—£39,000—upon the assets of the business, and at this price he sold it to the company, the whole of the shares in which were held by himself and by members of his family. The necessary seven subscribers to the memorandum of association were Mr. SALOMON, his wife, his daughter, and his four sons, each taking one £1 share. In addition, Mr. SALOMON took 20,000 shares of the same amount, these completing the whole issue of shares. With respect to the payment by the company, it is only necessary to say that, as to £10,000, the price was paid by 100 debentures of £100 each, issued to Mr. SALOMON, upon which he subsequently borrowed £5,000 from Mr. BRODERIP.

Soon after the formation of the company strikes in the boot trade ruined the business, and Mr. BRODERIP, not being able to obtain payment of the interest due on the debentures, commenced the usual action. This led to a winding-up order, which was made in October, 1893. Upon realizing the assets, it appears that there was only sufficient to pay off Mr. BRODERIP the amount of his advance and interest and to leave a balance of £1,055. The unsecured debts amounted to £7,733, and over these Mr. SALOMON claimed priority for his debentures. The liquidator of the company, on the other hand, alleged that the company had been formed in fraud of creditors, and in breach of the fiduciary relation in which Mr. SALOMON, as promoter, stood to it; and he counter-claimed against Mr. SALOMON that the sale to the company should be set aside and the whole purchase-money repaid. This relief VAUGHAN WILLIAMS, J., did not see his way to grant,

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but he suggested that the company was really only an agent for Mr. SALOMON, and that he was bound to indemnify it against liabilities incurred in carrying on business on his behalf. The necessary amendment was made, and judgment was given against Mr. SALOMON accordingly.

The Court of Appeal followed Mr. Justice VAUGHAN WILLIAMS' lead. They took up the position that the formation of the company was a fraud both upon the statute and upon creditors. "The Legislature," said LINDLEY, L.J., "never contemplated an extension of limited liability to sole traders or to a fewer number than seven. . . . Although in the present case there were, and are, seven members, yet it is manifest that six of them are members simply in order to enable the seventh himself to carry on business with limited liability. . . . The company must therefore be regarded as a corporation, but as a corporation created for an illegitimate purpose. . . . Mr. ARON SALOMON's scheme is a device to defraud creditors." LOPES, L.J., said: "The Act contemplated the incorporation of seven independent *bond fide* members who had a mind and a will of their own." And KAY, L.J.: "The statutes were intended to allow seven or more persons *bond fide* associated for the purposes of trade to limit their liability under certain conditions and to become a corporation; but they were not intended to legalize a pretended association for the purpose of enabling an individual to carry on his own business with limited liability in the name of a joint-stock company." But though the Lords Justices deemed the formation of the company to be fundamentally opposed to the intention of the Legislature, they could not bring themselves to say that the requirements of the Act had not been complied with. The company was validly formed, but it was Mr. SALOMON's creation, and the judgment of VAUGHAN WILLIAMS, J., was only varied by treating the company as a trustee for him rather than as an agent. The same consequence followed—namely, that he was liable to pay its debts.

To this argument the Lord Chancellor and the Law Lords one after another oppose the pertinent inquiry—Where is the intention of the Legislature to be found save in the Act of Parliament, and where in the Act of Parliament is there the least hint that such an arrangement as that which Mr. SALOMON carried out is prohibited? All that the Act requires is that there should be seven persons associated for a lawful purpose (section 6). That number at least must subscribe the memorandum of association, and no one of them is to take less than one share (section 8). But, with seven members and seven shares thus provided for, the Act is silent as to the manner in which the rest of the shares are to be distributed, and any inquiry as to the beneficial holding is carefully excluded by the enactment of section 30, that notices of trusts shall not be entered on the register. Such are the only requirements of the Act, and when, in the case of any company, they have been complied with, the company is well formed according to the intention of the Legislature as appearing from the statute, and nowhere else is any intention to be sought.

These things are so plain that it is remarkable that the House of Lords should be invoked to expound them. About the judgments delivered on Monday there is not the shadow of a doubt. The Lord Chancellor said that he had no right to add to the requirements of the statute. The sole guide must be the statute itself. When once the company was legally incorporated, it must be treated like any other independent person—with its rights and liabilities appropriate to itself; and the motives of those who took part in its promotion were irrelevant in considering what those rights and liabilities were. Allowing that the formation of SALOMON & Co. was a mere scheme to enable ARON SALOMON to carry on business in the name of the company, yet Lord HALSBURY declared himself wholly unable to follow the proposition that this was contrary to the true intent and meaning of the Companies Act. That Act contains no prohibition against one man having a preponderating influence in the company, and if a prohibition is to be read into the Act, it is impossible to assign its limits. The Court of Appeal, he complained, could not make up their minds whether the company was well constituted or not. If it was well constituted, it had an independent existence, and was neither agent nor trustee; if it was not well constituted, there was no company

to be either agent or trustee. Lord HERSCHELL, in his equally emphatic judgment, pointed out that the reasoning of the Court of Appeal struck at all ordinary private companies, but without any warrant from the statute. He went further. Referring to the provision that each of the seven shareholders must hold one share, for which no minimum value is prescribed, he said: "The Legislature, therefore, clearly sanctions a scheme by which all the shares except six are owned by a single individual, and these six are of a value little more than nominal." Lords WATSON, MACNAGHTEN, and DAVEY spoke to the same effect, and Lord MORRIS expressed his concurrence. Nowhere in all the judgments was there any hint that Mr. SALOMON had made an improper use of the Companies Act, or that, in giving himself a preponderating influence in the management of the company, and a preponderating interest in its benefits, he was doing anything contrary to the true intent of the Act. The company was validly formed, and upon formation it became quite independent of its founder. With equal clearness the House of Lords absolved him from the charge of fraud; and it was also held that, since all the shareholders in SALOMON & Co. were acquainted with the facts of the sale by Mr. SALOMON to the company, the case of *Erlanger v. New Sombrero Phosphate Co.* (L. R. 3 App. Cas. 1218) could not be relied on for setting the sale aside.

Probably no one will contend that a one-man company, is the best arrangement for enabling a sole trader to carry on business with limited liability, and the issue of debentures to the vendor to the company is admittedly open to abuse. But in some form it is evident that traders must have limited liability, and, in the absence of special provision, the Companies Acts have afforded them a legitimate means of obtaining it. The Court of Appeal evinced much sympathy with creditors who trust limited companies without taking the trouble to test their solvency. The House of Lords are content that the creditors have the remedy in their own hands. They can withhold their credit till they are satisfied of the solvency of the company. Any other result than that at which the House of Lords has arrived would have been opposed to the settled practice of recent years, and would have formed a source of danger to the multitude of private companies which have been established on the faith of the Act of 1862. It is much to be regretted that for eighteen months the law should have been thrown into confusion, and great expense and difficulty caused, by the mistaken ingenuity of VAUGHAN WILLIAMS, J., and the Court of Appeal, No. 2.

UNPUNCTUALITY OF TRAINS.

A LONDON daily paper has, during the holiday season, permitted its columns to be used for the ventilation of a grievance which is shared by a vast number of people living in and near London. There are few people who do not suffer at some time or other in consequence of the unpunctuality of the trains on the suburban lines, and from the bad accommodation provided on them for passengers. The railway company which is the special object of attack is the London, Brighton, and South Coast Railway Co. But other lines could be mentioned which offend at least as much. In these days, when so much business is done in the city of London, and when so much of it has to be compressed within a short space of time, it is most important that business men should be able to rely on their train arriving in the city and elsewhere at the hour at which it is timed to arrive, and there is little doubt that the unpunctuality of a train entails a considerable loss of business and money as well as the annoyance which is inevitable in every case.

The ventilation of a public grievance of this kind in a daily paper is one way, and an efficacious way, of obtaining redress; for though competition in the case of railway companies is to some extent limited, yet no company can afford altogether to disregard the convenience of the public. Nevertheless, the consciences of railway companies, like those of other people, are sometimes more readily quickened when their pockets are touched, and it is a pity that the state of the law is not at present such that a company can in all cases be held liable for the unpunctuality of their trains in an action at law.

The state of the law is as follows: From the decision in *Denton v. Great Western Railway Co.* (5 E. & B. 860), it may be

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inferred that the publication by the company of time-tables amounts to a representation by them that their trains will depart and arrive at the times indicated. That representation is incorporated in the contract concluded by a person taking a ticket with the view of travelling by one of the trains of which the departure and arrival are published. After that case it became the habit of railway companies to protect themselves by appending to their time-tables a condition or regulation to the effect that they would not be responsible for the unpunctuality of their trains. The question arose whether that was a reasonable condition. In *Woodgate v. Great Western Railway Co.* (33 W. R. 429), HAWKINS, and A. L. SMITH, JJ., sitting as a divisional court, held that it was. The condition was as follows: " . . . The directors give notice that the company do not undertake that the trains shall start or arrive at the time specified in the bills; nor will they be accountable for any loss, inconvenience, or injury which may arise from delays or detention, unless upon proof that such loss, inconvenience, injury, or detention arose in consequence of the wilful misconduct of the company's servants." Similar conditions imposed by other than railway companies have been also approved by the courts, but, as no appeal was allowed in *Woodgate v. Great Western Railway Co.*, the question cannot be considered as finally settled.

But sometimes the railway companies preface their repudiation of liability by some such phrase as "every attention will be paid to ensure punctuality as far as practicable." In *Le Blanche v. London and North-Western Railway Co.* (24 W. R. 808, L. R. 1 C. P. D. 286), those words were held to import a contract to use due diligence to keep the times as specified in the time-tables, having regard to the necessary exigencies of the traffic and circumstances over which the company had no control. Companies which retain phrases of that description can still, therefore, be sued for unpunctuality occasioned by the negligence of their servants.

In May last a season ticket holder on the London, Chatham, and Dover Railway, brought an action in a county court for damages suffered through the habitual unpunctuality of the trains by which he was wont to proceed to and from his business in the city. That action failed in consequence of the plaintiff having signed a contract by which he agreed not to hold the company responsible for any delay arising from "accident or otherwise." The Lord Chief Justice, before whom the case came on appeal, held that the plaintiff had contracted for a ticket at a reduced fare on condition that he was not to hold the company responsible for delay.

Had the action been brought by an ordinary ticket holder there is no reason why it should not have succeeded, for the regulation imposed by the London, Chatham, and Dover Railway Co. is in similar terms to that on which the company were held liable in *Le Blanche v. London and North-Western Railway Co.* The words "every exertion will be made to ensure punctuality" are inserted. The London, Brighton, and South Coast Railway protect themselves more fully, and have inserted in their regulations no such words as "every exertion will be made to ensure punctuality"; so that they could not be held liable for unpunctuality, unless the case of *Woodgate v. Great Western Railway Co.* were over-ruled.

There is an opportunity for some person having the interests of himself and his fellow travellers at heart to render a public service by taking a case up to the Court of Appeal and the House of Lords in order to test the question whether a condition by which a railway company repudiates all responsibility for the unpunctuality of their trains is a reasonable condition.

"The account of the conversation," writes a correspondent of the *Westminster Gazette*, "between Judge Bacon and the little girl who had 'no religious education' and never went to church, with reference to being sworn as a witness, reminds me of two stories which the late Mr. Isaac Butt, Q.C., M.P., was fond of relating. In a case in which he was counsel defending a prisoner—an Orangeman—on a charge of party voting, a little boy came up as a witness. The judge was anxious to discover whether he knew the nature of an oath. 'If you do not tell the truth where will you go when you die?' 'Where the Catholics go, sir,' was the prompt reply. In another case a little girl was asked what would happen to her if she did not tell the truth when giving her evidence. 'I suppose, sir,' she replied, 'I wouldn't get my expenses.'"

REVIEWS.

COMMON LAW.

COMMENTARIES ON THE COMMON LAW, DESIGNED AS INTRODUCTION TO ITS STUDY. By HERBERT BROOM, Barrister-at-Law. NINTH EDITION. By W. F. A. ARCHIBALD, a Master of the Supreme Court of Judicature; and H. A. COLEFAX, Barrister-at-Law. Sweet & Maxwell (Limited).

A new edition of this monumental work on English Common Law is always welcome to the profession. To the law student Dr. Broom's work has long been an indispensable text-book, on account of its scientific character and its many excellencies of treatment and arrangement. No other work, so far as we are aware, covers quite the same ground, and certainly none other reduces so successfully to order "the codeless myriad" of decisions in which our common law is for the most part embodied. One of the chief objects of the work was originally, and still is, to set forth lucidly and accurately definite legal principles, illustrating them by apt examples, specially adapted for educational purposes, rather than to accumulate decided cases in bewildering fashion, without sense of proportion or harmony. Wisely, we think, the present editors have not introduced in this edition any very material alterations. The work is still divided into four books. Of these, it will be remembered that the first deals with the common law and its administration, the second with contracts, the third with torts, and the fourth with the criminal law. Book II., however, now contains eight chapters instead of seven. The new chapter, which is numbered III., is entitled "Contract of Sale," and has been necessitated by the passing of the Sale of Goods Act, 1893 (56 & 57 Vict. c. 71), which codifies the law relating to the contract of sale of goods. It also contains contributions from Chapters II. (The Statute of Frauds, &c.) and III. (The Measure of Damages in Actions of Contract) of the last previous edition. During the eight years that have elapsed since the eighth edition of this work was published, the common law has frequently been the subject of judicial interpretation, and has, moreover, undergone various changes and modifications at the hands of the Legislature. In the present edition due notice is taken of all recent cases and enactments which, in the opinion of the editors, called for insertion. In making, however, a selection of the more important decisions which have been given since the publication of the last edition, we venture to think that the following cases should have been included—namely, *Rooke v. Dawson* (43 W. R. 313), *Whitwood Chemical Co. (Limited) v. Hardman* (39 W. R. 433; 1891, 2 Ch. 416), *McCowan v. Bayne* (1891, A. C. 401), and *Bank of China, Japan, and the States v. American Trading Co.* (1894, A. C. 266). Moreover, we also think that, at p. 475, where the relation of banker and customer is discussed, the leading case on the subject—namely, *Foley v. Hill* (2 H. L. C. 28, 36, 45)—should certainly have been cited; and reference also made to *Burdick v. Garrick* (L. R. 5 Ch. App., at p. 240) and *Re Brown, Ex parte Platt* (60 L. T. 397). The text of the work is still preceded by an elaborate Table of Contents, and followed by an admirable Index. In the Table of Contents we suggest two alterations—namely, at p. xx., the fact that *chores in action* are now assignable under section 25, sub-section 6, of the Judicature Act, 1873, should be mentioned, with a reference to p. 446 of the text; and at p. xxiv. attention should be called to the Married Women's Property Act, 1893 (56 & 57 Vict. c. 63), in giving the contents of Section II. of Chapter VII. As the present work is mainly intended for students (though most useful to the profession in general), in citing cases, references to all the reports are not given either in the text or in the Table of Cases. We think, however, that where two distinct cases bear the same name—as, for instance, *Roberts v. Smith* (cited pp. 246, 808)—they should be distinguished in some way in the Table of Cases.

BUILDING SOCIETIES.

THE LAW AND PRACTICE OF BUILDING AND LAND SOCIETIES, INCLUDING THE LAW OF CO-OPERATIVE BUILDING SOCIETIES. By the late HENRY F. A. DAVIS, Solicitor. FOURTH EDITION. RECAST AND IN GREAT PART RE-WRITTEN by J. E. WALKER, Solicitor. WITH AN APPENDIX CONTAINING FORMS OF RULES, PRECEDENTS OF SECURITIES, TABLES OF COMPOUND INTEREST, THE STATUTES, BUILDING SOCIETY AND TREASURY REGULATIONS AND FORMS; OFFICIAL MEMORANDUM AS TO PREPARATION OF YEARLY STATEMENT AND ACCOUNT, &c. AND A FULL INDEX. Sweet & Maxwell (Limited).

The fundamental idea of a building society is sufficiently simple: the society receives money from one set of members—the unadvanced members—in order to lend it to another set—the advanced members—and the repayments made by the latter set are calculated so as to cover the expenses of management and to restore to the unadvanced members their money with interest. But in working out this scheme numerous questions of no little difficulty and complication have arisen,

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and the law of building societies is a subject that puts a considerable tax upon the industry and skill of a text-book writer. The well-known treatise by the late Mr. Henry Davis has now been revised and to a large extent re-written by Mr. J. E. Walker, and it presents a very lucid statement of the case law and the statutes, together with a considerable amount of information as to the practical working of building societies. One point of special difficulty relates to the position of persons who have lent money to a society in excess of its borrowing powers. They are in the hard position of having no remedy for the recovery of their money unless on the doctrine of subrogation they can step into the shoes of creditors who have been paid with their advances. The authorities upon this matter, including the cases which arose in the winding up of the Blackburn and District Building Society, are very clearly set out. Another point to which attention has been directed lately is the law applicable to the winding up of building societies, but the doubts which formerly existed have been removed by section 8 of the Building Societies Act, 1894, which expressly brings them under the Companies (Winding-up) Act, 1890. The whole subject of the termination of a building society, whether by instrument of dissolution or by winding up by the court, is adequately dealt with by Mr. Walker, and he has managed to include a statement of the various points on the execution of an instrument of dissolution recently decided by NORTH, J., in *Dennison v. Jeffs* (1896, 1 Ch. 611). Altogether the book forms a very complete and useful treatise on building societies, and it is well brought up to date.

BOOKS RECEIVED.

Ruling Cases, arranged, annotated, and edited by ROBERT CAMPBELL, M.A., Barrister-at-Law, Advocate of the Scotch Bar, and late Fellow of Trinity Hall, Cambridge. Assisted by other members of the Bar. With American Notes, by IRVING BROWNE, formerly editor of the American Reports and the *Albany Law Journal*. Volume IX.: Defamation—Dramatic and Musical Copyright. Stevens & Sons (Limited).

The Law relating to Light Railways, comprising the Light Railways Act, 1896, together with the enactments relating thereto, with notes and index. Also the Rules made by the Board of Trade and the Standing Orders applicable, annotated by CYRIL DODD, Q.C., and CHARLES E. ALLAN, M.A., LL.B., Barrister-at-Law. Shaw & Sons; Butterworth & Co.

The Practical Statutes of the Session 1896 (59 & 60 Vict.). With introductions, notes, tables of statutes repealed and subjects altered, lists of local and personal and private Acts, and a copious index. Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

CORRESPONDENCE.

THE LOCOMOTIVES ON HIGHWAYS ACT, 1896.

[To the Editor of the Solicitors' Journal.]

Sir,—By the 12th section of this Act, which was passed on the 14th of August last, it was enacted that "this Act . . . shall come into operation on the expiration of three months from the passing thereof."

When did such three months expire, and, consequently, when did the Act come into operation? I submit that the three months did not expire until midnight of the 14th inst., so that the dramatic scene of the chairman of the Motor Club tearing a red flag in twain at the banquet at the Metropole Hotel on the 14th inst., as well as the procession of cars to Brighton on that day, were rather premature, as the Act did not come into operation until Sunday last, the 15th inst. Am I right or wrong? M.

Bristol, Nov. 18.

STAMP ON STATUTORY RECEIPT OF FRIENDLY SOCIETY.

[To the Editor of the Solicitors' Journal.]

Sir,—Our attention has been called to the letter by "Inquirer" in your issue of the 14th inst. We have a good deal to do with friendly societies, and it has never been our practice to stamp the statutory receipt endorsed on the mortgages when discharging them, but some three or four years ago the question was raised by some solicitors who were acting for one of the parties in a matter we were then dealing with, and in order to satisfy ourselves we sent the document up for adjudication, and it was returned to us "Adjudicated exempt from duty."

Bury St. Edmunds, Nov. 18.

NEW ORDERS, &c.

SUPREME COURT FUNDS RULES.

RULE 41A OF SUPREME COURT FUNDS RULES.

Where a company desires to lodge money in Court under the Life Assurance Companies (Payment into Court) Act, 1896, there shall be annexed to the affidavit directed to be made by Order LIVE., Rule 1 of the Rules of the Supreme Court, or any substituted Rule, a lodgment schedule stating the title and address of the company, the amount of the money proposed to be lodged, and the ledger credit to which it is to be placed; such ledger credit shall be as follows, with any necessary variations:—In the matter of the policy, No . . . of the Company.

An office copy of the schedule is to be left with the Paymaster.

On receipt by the Paymaster of any subsequent notice of claim transmitted by such company pursuant their undertaking referred to in sub-section (e) of the said Rule, he shall retain the same and make an entry thereof in his books; and on any certificate of the fund to which such notice refers, he shall notify the name of the person giving such notice, and the date thereof.

The Paymaster shall also upon such request as is mentioned in Rule 100, and upon payment of the same fee as is payable for a transcript under that Rule, supply a copy of such notice.

(Signed) HALSBURY, C.

We concur,

(Signed) W. H. FISHER,
STANLEY,

Commissioners of Her Majesty's Treasury.

26th October, 1896.

CASES OF THE WEEK.

House of Lords.

SALOMON (PAUPER) v. SALOMON & CO. (LIMITED). 16th Nov.

COMPANY—COMPANY INCORPORATED FOR THE BENEFIT OF ONE PERSON—DEBENTURES—STATUTORY REQUIREMENTS.

This was an appeal from an order of the Court of Appeal (Lindley, Lopes, and Kay, L.J.J.) reported (43 W. R. 612; 1895, 2 C. D. 323) under the name of *Broderip v. Salomon & Co.*, affirming the decision of Vaughan Williams, J. The appellant, Aron Salomon, carried on business for many years on his own account as a leather merchant and wholesale boot manufacturer. He was desirous of forming a company to take over his business, and on the 20th of July, 1892, an agreement was entered into with a trustee for the intended company. By this agreement (*inter alia*) the trustee agreed to buy the goodwill of the business for £7,500, to be paid by the company when formed in fully paid up shares. The fixtures, &c., were to be bought for £6,000, also in fully paid up shares. The stock-in-trade was to be bought for £16,000, to be paid partly in shares and partly in cash or debentures. Eventually it was resolved that the vendor was to receive £10,000 in debentures. A memorandum of association was then executed by the appellant, his wife, a daughter, and four sons, each of them subscribing for one share, in which the leading object for which the company was formed was stated to be the adoption and carrying into effect, with such modifications (if any) as might be agreed on, of the provisional agreement of the 20th of July. The memorandum was registered on the 28th of July, 1892; and the effect of registration, if otherwise valid, was to incorporate the company, under the name of "Aron Salomon & Co. (Limited)," with liability limited by shares, and having a nominal capital of £40,000 divided into 40,000 shares of £1 each. The company adopted the agreement of the 20th of July, subject to certain modifications which are not material; and an agreement to that effect was executed between them and the appellant on the 2nd of August, 1892. Within a month or two after that date the whole stipulations of the agreement were fulfilled by both parties. In terms thereof, 100 debentures, for £100 each, were issued to the appellant, who, upon the security of these documents, obtained an advance of £5,000 from Edmund Broderip. In February, 1893, the original debentures were returned to the company and cancelled; and in lieu thereof, with the consent of the appellant as beneficial owner, fresh debentures to the same amount were issued to Mr. Broderip, in order to secure the repayment of his loan, with interest at 8 per cent. In September, 1892, the appellant applied for and obtained an allotment of 20,000 shares; and from that date, until an order was made for its compulsory liquidation, the share register of the company remained unaltered, 20,001 shares being held by the appellant, and six shares by his wife and family. It was all along the intention of these persons to retain the business in their own hands, and not to permit any outsider to acquire an interest in it. Default having been made in the payment of interest upon his debentures, Mr. Broderip, in September, 1893, instituted an action in order to enforce his security against the assets of the company. Thereafter a liquidation order was made, and a liquidator appointed, at the instance of unsecured creditors of the company. It has now been ascertained that, if the amount realized from the assets of the company were, in the first place, applied in extinction of Mr. Broderip's debt and interest, there would remain a balance of about £1,055, which is claimed by the applicant as beneficial owner of the debentures. The respondent company set up by way of counter-claim

that the company was formed by Aron Salomon, and the debentures were issued in order that he might carry on the said business and take all the profits without risk to himself, and that the company or the liquidator thereof was entitled to be indemnified. This counter-claim was inserted by way of amendment at the suggestion of Vaughan Williams, J., before whom the action came on for trial; and he held that Aron Salomon was bound to indemnify the company against its debts and liabilities, upon the ground that the business carried on by the company was really his business carried on by him in its name. On appeal, the judgment of Vaughan Williams, J., was affirmed by the Court of Appeal, that court "being of opinion that the formation of the company, the agreement of August, 1892, and the issue of debentures to Aron Salomon pursuant to such agreement, were a mere scheme to enable him to carry on business in the name of the company with limited liability contrary to the true intent and meaning of the Companies Act, 1862, and further to enable him to obtain a preference over other creditors of the company by procuring a first charge on the assets of the company by means of such debentures." The case was argued in June last, and the House (Lord Halsbury, C., Lords Watson, Herschell, Macnaghten, Morris, and Davey) now reversed this decision of the Court of Appeal.

Lord HALSBURY, C., in the course of his judgment, said: The important question in this case is, whether the respondent company was a company at all; and, in order to determine that question, it is necessary to look at what the statute itself has determined in that respect. I have no right to add to the requirements of the statute, nor to take from the requirements thus enacted. The sole guide must be the statute itself. Now, that there were seven actual living persons who held shares in the company has not been doubted. As to the proportionate amounts held by each I will deal presently; but it is important to observe that this first condition of the statute is satisfied, and it follows as a consequence that it would not be competent to any one, and certainly not to these persons themselves, to deny that they were shareholders. I must pause here to point out that the statute enacts nothing as to the extent or degree of interest which may be held by each of the seven, or as to the proportion of interest or influence possessed by one or the majority of the shareholders over the others. One share is enough. Still less is it possible to contend that the motive of becoming shareholders or of making them shareholders is a field of inquiry which the statute itself recognizes as legitimate. If they are shareholders they are shareholders for all purposes, and, even if the statute was silent as to the recognition of trusts, I should be prepared to hold that if six of them were the *cestui que trust* of the seventh, whatever might be their rights *inter se*, the statute would have made them shareholders to all intents and purposes with their respective rights and liabilities; and dealing with them in their relation to the company, the only relations which I believe the law would sanction would be that they were corporators of the corporate body. I am simply here dealing with the provisions of the statute, and it seems to me to be essential to the artificial creation that the law should recognize only that artificial existence, quite apart from the motives or conduct of individual corporators. In saying this I do not at all mean to suggest that if it could be established that this provision of the statute to which I am adverting had not been complied with, you could not go behind the certificate of incorporation to show that a fraud had been committed upon the officer intrusted with the duty of giving the certificate, and that by some proceeding in the nature of *scire facies* you could not prove the fact that the company had no real legal existence. But, short of such proof, it seems to me impossible to dispute that once the company is legally incorporated, it must be treated like any other independent person with its rights and liabilities appropriate to itself, and that the motives of those who took part in the promotion of the company are absolutely irrelevant in discussing what those rights and liabilities are. [And after considering the judgments delivered in the Court of Appeal his lordship continued:—] The proposition laid down in *Erlanger v. The New Sombrero Phosphate Co.* (L. R. 3 App. Cas. 1218)—I quote the head-note—is that "Persons who purchase property and then create a company to purchase from them the property they possess, stand in a fiduciary position towards that company, and must faithfully state to the company the facts which apply to the property, and would influence the company in deciding on the reasonableness of acquiring it." But if every member of the company, every shareholder, knows exactly what is the true state of the facts, which for this purpose must be assumed to be the case here, Vaughan Williams, J.'s, conclusion seems to me to be inevitable—that no case of fraud upon the company could here be established. If there was no fraud and no agency, and if the company was a real one and not a fiction or a myth, every one of the grounds upon which it is sought to support the judgment is disposed of. The truth is that the learned judges have never allowed in their own minds the proposition that the company has a real existence. They have been struck by what they have considered the inexpediency of permitting one man to be, in influence and authority, the whole company, and assuming that such a thing could not have been intended by the Legislature, they have sought various grounds upon which they might insert into the Act some prohibition of such a result. The appellant, in my opinion, is not shown to have done, or to have intended to do, anything dishonest or unworthy, but to have suffered a great misfortune without any fault of his own. The result is that I move your lordships that the judgment appealed from be reversed, but as this is a pauper case I regret to say it can only be with such costs in this House as are appropriate to that condition of things, and that the cross-appeal be dismissed with costs to the same extent.

The other noble and learned lords concurring, the appeal was accordingly allowed.—COUNSELL, Cohen, Q.C., Buckley, Q.C., McCall, Q.C., and Muir Mackenzie; Farwell, Q.C., and Theobald. SOLICITORS, Ralph Raphael & Co.; S. M. & J. B. Benson.

[Reported by C. H. GRAFTON, Barrister-at-Law.]

Court of Appeal.

VESTRY OF ST. MARTIN-IN-THE-FIELDS v. WARD. No. 1. 14th Nov.

METROPOLIS—SEWER—DRAIN—NEW SEWER—RIGHT OF VESTRY TO REQUIRE OWNER OF HOUSE TO MAKE NEW DRAIN—HOUSE FOUND NOT TO BE SUFFICIENTLY DRAINED—METROPOLIS MANAGEMENT ACT, 1855 (18 & 19 VICT. c. 120), ss. 69, 73.

This was an appeal from the judgment of Wills, J., at the trial of the action without a jury. The action was brought by the plaintiff vestry to recover £167, the amount of costs and expenses incurred in constructing a drain to the defendant's house and in connecting the said drain with a sewer. The defendant's house had been formerly drained into an old sewer in the rear of the premises, but in 1894 the vestry made a new sewer running along the middle of the road in front of the premises. The vestry, having passed a resolution to the effect that the then existing drainage of the defendant's house was insufficient, required the defendant to construct a drain from his house into the new sewer, and, on his failure to comply with their notice, caused the necessary work to be done, and sought in this action to recover the expenses. The vestry purported to act in pursuance of section 73 of the Metropolis Management Act, 1855, which enacts as follows: "If any house or building . . . be found not to be drained by a sufficient drain communicating with some sewer and emptying itself into the same to the satisfaction of the vestry . . . and if a sewer of sufficient size be within one hundred feet of any part of such house or building, on a lower level than such house or building, it shall be lawful for the vestry, . . . by notice in writing, to require the owner of such house or building . . . to construct and make from such house or building into any such sewer a covered drain . . . adequate for the drainage of such house or building . . .; and if the owner of such house or building neglect or refuse, during twenty-eight days after the said notice has been delivered to such owner or left at such house or building, to begin to construct such drain and other works as aforesaid . . . it shall be lawful for the vestry to cause the same to be constructed and made, and to recover the expenses to be incurred thereby from such owner." The defendant contended that by section 69 of the Act it was the duty of the vestry to provide the new drain and connect it with the new sewer, and that, therefore, they were not entitled to recover the expenses from him. Section 69 contains the following proviso: "Provided also that where the vestry alter any sewer, or provide a new sewer in substitution for a sewer discontinued, closed up, or destroyed, they may contract or otherwise alter the private drains communicating with the sewer so altered, or with the sewer so discontinued, closed up, or destroyed, or may close up or destroy such private drains, and provide new drains in lieu thereof, as the circumstances of the sewerage may appear to them to require, but so that in every case the altered or substituted drain shall be as effectual for the use of the person entitled thereto as the drain previously used." Wills, J., gave judgment for the defendant. The plaintiffs appealed.

THE COURT (Lord Esher, M.R., and Lopes and Rigny, L.JJ.) dismissed the appeal.

Lord Esher, M.R., said that the power given to the vestry by section 69 was different from the power given by section 73. And he agreed with the statement of law laid down by Wills, J., in *Vestry of St. Marylebone v. Fivet* (34 L. J. M. C. 214)—viz., that where a vestry purported to act under section 73, and had passed a resolution to the effect that certain drains were insufficient, it was yet necessary to ascertain whether the proceedings were properly proceedings under section 73 or section 69. In this case he thought the vestry had really acted under section 69, and they, therefore, had no right to charge the defendant with the expenses which had been incurred.

LOPES and RIGNY, L.JJ., concurred.—COUNSELL, Macmorran, Q.C., and T. Bevan; Channell, Q.C., and R. Cunningham Glen. SOLICITORS, Fladgate & Co.; Angell, Imbert-Terry, & Page.

[Reported by F. G. RUCKER, Barrister-at-Law.]

Re COSE'S CONTRACT. No. 2. 13th Nov.

LANDLORD AND TENANT—ASSIGNMENT BY TENANT—LANDLORD'S LICENCE TO ASSIGN—LANDLORD REQUIRING CONSIDERATION FOR LICENCE—DEPOSIT OF MONEY TO SECURE PERFORMANCE OF A CONTRACT BETWEEN LANDLORD AND TENANT—"FINE OR SUM OF MONEY IN THE NATURE OF A FINE PAYABLE FOR OR IN RESPECT OF SUCH LICENCE"—CONVEYANCING AND LAW OF PROPERTY ACT, 1892 (55 & 56 VICT. c. 13), s. 3.

This was an appeal from a decision of Stirling, J., on a vendor and purchaser summons. The learned judge had held that a deposit of £2,000 required by the respondents, who were trustees, to be made by the appellant, their lessee under a certain lease, was not a "fine or sum of money in the nature of a fine payable for or in respect of" the licence within the meaning of section 3 of the Conveyancing and Law of Property Act, 1892. For the appellant it was argued that the deposit was a sum of money in the nature of a fine, because (*inter alia*) the trustees received the money as stakeholders, and were entitled to retain for their own use any interest which it produced. Counsel for the respondents were not called upon.

THE COURT (Lord Russell of Killowen, C.J., and Lindley and A. L. Smith, L.JJ.) dismissed the appeal.

Lord Russell of Killowen, C.J., said: In this case the judgment of Stirling, J., must be affirmed. The application made to him was under the Vendors and Purchasers Act, 1874, but by agreement between the parties it was treated at the hearing as if it had been an action brought by

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Cosh and Finch, or one of them, against the trustees as for money had and received. It being, therefore, a common law action for money had and received, the matter stands in point of law thus: If the plaintiff can establish that the money was paid by him without consideration, and that the circumstances were such as to give the defendants no legal right to retain it, the plaintiff will succeed; but if, on the other hand, the defendants are able to establish that the money was paid to them for some consideration, and therefore that they have a right to retain it, the plaintiff must fail. It is not necessary for me to deal at any considerable length with the facts of the case, which are dealt with exhaustively in the judgment of the learned judge in the court below. It is enough to say—so far as the facts are material—that by the original contract of the 23rd and 24th of May, 1894, Cosh had undertaken for the pulling down of certain buildings then standing, one part of the premises being No. 21, Moorfields, a public-house known as "The Five Bells." The scheme of the agreement appears to have been that Cosh was to pull down those buildings, to put up upon the ground so cleared certain other buildings, in accordance with the specification arrived at by the parties. Leases were to be granted by the defendants, at a total rent, for the first three years, of £1,000. The only clauses in that contract which are important for the present purpose are clauses 8 and 9. Clause 8 provides that the contractor is to give such security for the due performance of the contract as the trustees shall require. Certain security was at once demanded, and ultimately, by the agreement of the 23rd and 24th of January, 1895, instead of £3,000, the security originally contemplated, it was arranged that Finch, who was financing Cosh and was a mortgagee under him, should deposit—that he or Cosh, or both of them, should deposit—the sum of £1,000. Finch took the leases at the stipulated rents, and guaranteed the performance of the rest of the contract; and with regard to that the view of the learned judge was that that exhausted the legal rights of the trustees to demand security under clause 8. The property comprised a public-house, erected in pursuance of the contract, and Cosh and Finch, the mortgagor and mortgagee, had agreed to sell their interest in this public-house for twenty-nine years to one Barker for a considerable sum. The position of things at that time was that Cosh was in arrear in payment of rent to the trustees to the amount of £3,224 8s. 3d., and before he and Finch could be in a position to discharge that debt it was necessary for them to be able to give a legal title to the purchaser of the property they proposed to sell. Then the trustees demanded that there should be a fresh deposit of £3,000 as a condition of giving them the licence to assign the premises to the purchaser. I think, taking a fair view of the whole of the correspondence, it is clear that the trustees were demanding this money as a condition of granting the licence, but that they were asking it with a view to putting themselves in a position of more security as to the performance of the rest of the agreement. There is no doubt that some of the language used is a little inconsistent with that view; but, on the whole, I arrive at the conclusion, as the fair result of the correspondence, that this deposit was demanded as a condition of the trustees giving their assent to the assignment of the lease to Barker, and as security for the performance of the contract, but not as the security the trustees had a legal right under clause 8 to require. Then, if I am right in that view, the main question is, Was that demand illegal and contrary to section 3 of the Conveyancing and Law of Property Act, 1892? That is the simple remaining point. It is a point which depends entirely on the construction of the section, and which, I think, does not leave open to us any of those rather equitable considerations to which counsel for the appellant referred. That section quite clearly provides that where in a lease there is a stipulation that there shall not be any assignment of the demised premises without the licence or consent of the lessor, then, unless the lease contains an express provision to the contrary, no fine or sum of money in the nature of a fine shall be payable for or in respect of such licence or consent. Was this, then, a fine or sum of money in the nature of a fine within that enactment? I think it was not. The language points to a fine or sum of money in the nature of a fine which is to go into the pocket of the person who is requiring the payment as a condition. But here the money was required as a deposit only. Now, when money is said to be "paid," whether a fine or a sum not within that denomination, "paid" means that the payer is passing and intending to pass the right of property to somebody else, so that the money shall become his property. Here, if the contract is properly carried out, and if the stipulations entered into are observed by Cosh, he will have the right to demand repayment of that sum of £3,000. I think there has not in this case been any contravention of section 3 of the Conveyancing Act, 1892, and I think the judgment of Stirling, J., is right.

LINDLEY and A. L. SMITH, L.JJ., CONCURRING.—COUNSEL, Warrington, Q.C., and Dibdin; Buckley, Q.C., and John Henderson. SOLICITORS, A. A. Timbrell; Baylis & Peares.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

THE QUEEN v. LORD LEIGH. No. 2. 14th Nov.

POLICE—PENSION—CONTINUING INCAPACITY FOR PERFORMANCE OF DUTY—MEDICAL EVIDENCE—POLICE ACT, 1890 (53 & 54 VICT. c. 45), ss. 1, 5 (3) (4) (7), 12.

This was an appeal from a decision of a divisional court (Cave and Wills, JJ.) refusing to direct the issue of a *mandamus* to the Standing Joint Committee of the county of Warwick to pay arrears of pension to a trustee for the wife and family of the late chief constable of the county, Mr. R. H. Kinchant. Prior to the month of December, 1891, Kinchant had completed twenty-two years' approved service in the police force; during the last sixteen years he had held the office of chief constable for the county of Warwick. By sections 1 and 5 of the Police Act, 1890, it

is enacted that every constable in a police force (which includes a chief constable, section 12), if after he has completed fifteen years' approved service is incapacitated from the performance of his duty by infirmity of mind or body, shall, if the police authority are satisfied by the evidence of some legally-qualified medical practitioner or practitioners selected by them that he is so incapacitated, be entitled to retire and receive a pension for life. On the 7th of December, 1891, Kinchant tendered his resignation of the office of chief constable upon the ground of incapacity by infirmity to perform his duty, and the police authority accepted his resignation and selected Dr. Guthrie Rankin, of Warwick, as their legally-qualified medical practitioner to give evidence pursuant to section 5 of the Act preparatory to granting a pension. That gentleman gave evidence that Kinchant was incapacitated by infirmity of mind and body for the performance of his duty as chief constable, and that the incapacity was likely to be permanent. On the 19th of December, 1891, and before the pension was granted, a receiving order in bankruptcy was made against Kinchant, and on the 30th of December, 1891, he was adjudicated bankrupt. On the 18th of January, 1892, the standing joint committee granted to him a pension of £195 a year for life under the provisions of the Police Act, and appointed Captain Brinkby to be chief constable in his place. On the 18th of February, 1892, the examination in bankruptcy of Kinchant took place, which, having lasted the day, was adjourned to the 11th of May, 1892. Kinchant did not attend to be further examined; the previous month of April he had fled to Cintra, near Lisbon, in Portugal, for the purpose of avoiding further examination and of defeating his creditors, and a warrant for his arrest was issued by the Court of Bankruptcy. The standing joint committee continued to pay his pension down to March, 1893. Communications passed between the police authority and the Home Office on the continued absence abroad of the pensioner, and the consequent defeat of the bankruptcy laws, and as the result of such communications the standing joint committee upon the 17th of April, 1893, resolved, by the votes of twenty-one to four, that they were satisfied by the evidence of Dr. Rankin that Kinchant's incapacity to serve again continued. They also resolved to pay his pension due on the 25th of March, 1893. But they resolved that Mr. Kinchant be required to present himself at the county police building headquarters in Warwick on Monday, the 19th of June next, between the hours of 1 and 3 p.m., for examination as to the state of his health by two medical practitioners to be selected by the committee, failing which his pension be cancelled, and Dr. Rankin and Dr. Bullock were selected as such practitioners. The committee did not summon him to satisfy themselves as to his incapacity—of this they were satisfied—but they summoned him as the Home Office letter had pointed out they should and to assist the Court of Bankruptcy, and so, if possible, put an end to what the Home Office subsequently described as a scandal in the force. Upon the 17th of July, 1893, the standing joint committee cancelled Kinchant's pension because of non-attendance for medical examination on the 12th of June, 1893, and upon the 9th of October, 1893, the committee dismissed Kinchant from the force, although upon the 17th of July, 1893, Dr. Lahmeyer, the physician to the British minister and consul at Lisbon, had certified that Kinchant was then still quite unfit for mental and bodily work. It appeared from a minute of the standing joint committee of the 16th of April, 1894, that by that time the committee had been advised by Mr. Dickens, Q.C., that their order of the 17th of April, 1893, and the subsequent orders founded thereon, could not stand, and upon that day (the 16th of April, 1894) they rescinded what they had done in 1893 in relation to ordering Kinchant over to Warwick and as to cancelling his pension and dismissing him from the force, and resolved that the arrears of his pension should be paid to him. Upon the 29th of March, 1894, Dr. Lahmeyer had again given a certificate in which he stated that Kinchant had been under his treatment for nearly two years and was still, and that he never had been at any time fit for any sort of work. In July, 1894, the standing joint committee sought the advice of Mr. Poland. Upon the 12th of July, 1894, the standing joint committee, disregarding Mr. Poland's opinion and following that of the Home Office, resolved that Kinchant should attend the chief constable's office at Warwick on Friday, the 31st of August, 1894, for the purpose of examination as to the state of his health by two medical practitioners approved of by the standing joint committee, and that no further pension be paid to Mr. Kinchant until the report of such examination had passed the standing joint committee, and, failing submission to such examination, the pension be cancelled and Mr. Kinchant's name be struck off the list of police pensioners; and by way of amendment it was also resolved that the Home Secretary having declared in the House of Commons his willingness to express his views on Mr. Kinchant's matter if the committee desired to have it, the clerk ask for the Home Secretary's opinion and send him prints or copies of the notices, reports, and minutes relating to the proceedings of the committee with reference to Mr. Kinchant's claim to a pension; also the opinions of Mr. Dickens, Q.C., and Mr. Poland, and a copy of this resolution. Kinchant did not appear to be examined on the 31st of August, 1894, but refused to obey the order. The committee on that ground refused to continue to pay his pension, and hence the present application by way of *mandamus*. In the Divisional Court Cave, J., was of opinion that the joint committee had acted *bona fide*, and that their decision could not be disturbed. Wills, J., was of a different opinion, but withdrew his judgment, the result being that the application for a *mandamus* was refused. The applicant (the trustee for the pensioner) appealed.

THE COURT (LINDLEY and A. L. SMITH, L.JJ.) allowed the appeal.

A. L. SMITH, L.J., in the course of his written judgment stated the facts fully, and came to the conclusion that the applicant had established that the order for the examination of Kinchant contained in the resolution of the 12th of July, 1894, was made by the standing joint committee not really for the purpose of examining him as to the state of his health, but in order to carry out the advice of the Home Office, and, consequently,

was made without jurisdiction; that Kinchant, therefore, was not bound to obey it, and that his pension having been forfeited for such disobedience the *mandamus* should go, that being the only remedy Kinchant had whereby to obtain continued payment of his pension of which he had been illegally deprived. His lordship then continued as follows: There is also another ground upon which, in my judgment, the order to submit to medical examination contained in the resolution of the 12th of July, 1894, is invalid. Section 5, sub-section 4, of the Police Act, 1890, enacts that "In the event of the incapacity ceasing . . . the police authority may cancel his pension and require him to serve again in the police-force, in a rank not less than the rank which he held before his retirement, and at a rate of pay not less than the rate which he received before his retirement." The latter part of this section was clearly inserted in favour of the officer in this—that if the incapacity ceased, although the standing joint committee might (the word is may) cancel his pension, yet if they did so they were to give him the option of serving again in the force in a rank not less than he had hitherto served and at no less pay, so that the officer might not be cast adrift. In this case the standing joint committee by their resolution of the 12th of July, 1894, have given Kinchant no such option. They have ordered him to attend and be medically examined upon the 31st of August, 1894, . . . and failing submission to such examination his pension be cancelled and his name be struck off the list of pensioners. It was argued, on the applicant's behalf, that the order was also bad, because it named time and place for Kinchant's examination, and it was said that the standing joint committee had no power to name the one nor the other, and that it was for the pensioner to prescribe when and where the examination should take place. I do not so read the Act. It appears to me that the true reading of the statute is that the police authority or the medical practitioner has jurisdiction to name time and place in order to give effect to the order for examination. The direction as to time and place is not the substantial part of the order for examination; and if Kinchant had attended for examination, and been examined, although not at the time and place indicated, he could not have been treated as disobeying the order. The introduction into the order of a time and place does not vitiate it. I agree with Cave, J., in thinking that the authority has not been exceeded in this particular, and if the case had rested upon this point I should have said a *mandamus* ought not to go. But for the other reasons above stated I am of opinion that the *mandamus* ought to go, and the appeal be allowed.

LINDLEY, L.J., concurred, saying that he had had an opportunity of reading the judgment of A. L. Smith, L.J. Appeal allowed.—COUNSEL, *Dickens, Q.C., and Aisherley Jones; Channell, Q.C., and Darlington. SOLICITORS, O. Perratt Smith; Field, Roscoe, & Co.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

POTTER & CO. v. BURRELL & SON. No. 2. 7th Nov.

CHARTER-PARTY—CONSTRUCTION—SALVAGE SERVICES—LIMITS OF DEVIATION.

This was an appeal by the plaintiffs from a decision of a divisional court (Day and Lawrence, JJ.). The question turned on the construction of a charter-party. By the charter-party dated the 5th of May, 1894, the shipowners, the defendants, agreed to supply the plaintiffs, the charterers, with five steamers at a certain rate of freight to proceed to a port in New Caledonia, there to load from charterers' agent a part cargo of nickel ore, and then go direct in a certain order to any three Australian or New Zealand ports as ordered by charterers, and there load in docks to complete their full cargo, and ultimately return to Havre or Glasgow. The steamers were, with all convenient speed, to proceed direct in ballast to the Port in New Caledonia to which they should be respectively ordered. Perils of the sea were expressly excepted. The cargo was to be presented upon lighters, which were to commence to come alongside the steamer within twenty-four hours after receipt of notice by charterers' agent that the vessel was ready to receive cargo. The steamers were to have liberty to tow and be towed, and to assist vessels in all situations, salvages procured being for the benefit of the owners. The steamers were to load as nearly as possible one steamer a month. Five new steamers were provided by the owners, and Noumea was agreed upon as the port of arrival in New Caledonia. The *Strathairly*, which should have arrived on or about the 23rd of September, did not arrive until the 9th of October owing to heavy weather. The *Strathairly* arrived on the 12th of October, and gave notice the same day that she was ready to receive cargo, but no cargo was tendered to her until the 24th of October, there being not sufficient labour at Noumea to load more than one steamer at a time. Damages were claimed by the shipowners for the detention of the *Strathairly* at Noumea. The arbitrator decided in their favour. The *Strathairly* on her voyage out fell in with a disabled vessel, the *Buteshire*, and towed her to Mauritius as a salvage service. This towage delayed the voyage of the *Strathairly* for about three weeks. As a result of the delay an agreement between the plaintiffs and an Australian firm for loading the vessel in Australia was cancelled, and the vessel proceeded to a New Zealand port for loading, where she arrived on the 15th of December. Due notice of her arrival having been given to the charterers' agents, no cargo was tendered until the 3rd of January. The charterers therefore claimed that they were not bound to load in accordance with the terms of the charter, but only within a reasonable time. The arbitrator found as a fact that the towage services were not such as to frustrate the object of the adventure as between the charterers and the owners, and awarded damages to the owners for the detention of the ship in New Zealand. The charterers appealed to the Divisional Court from the arbitrator's decision. The Divisional Court affirmed the arbitrator's award, and the charterers appealed to the Court of Appeal.

THE COURT (LINDLEY and A. L. SMITH, L.J.J.) dismissed the appeal. LINDLEY, L.J., said that the questions raised turned entirely on the construction of the charter-party. The dates of arrival for the vessels were not absolute but flexible dates. Unless the charterers could say that they were discharged from the obligations of the clause (with reference to the loading) by the non-fulfilment of some condition precedent on the part of the shipowners, they took the risk of finding the labour. The *Strathairly*, being delayed by perils of the sea, which were excepted from the charter-party, was not late within the meaning of the contract; the risk of finding the labour was on the charterers, and they were not exonerated from that risk. The case of the *Strathairly* was not so plain. The towage services did cause a deviation, but a deviation, unless so great as to be inconsistent with the contract, was an allowable deviation. Here the delay was not so great as to defeat the object of the contract. There had been no breach of contract, and no non-performance of any condition by the owners, and they were not responsible for the delay. The award of the arbitrator was right, and must be affirmed.

A. L. SMITH, L.J., gave judgment to the same effect. Appeal dismissed.—COUNSEL, *Cohen, Q.C., and Scrutton; Bigham, Q.C., and J. E. Banks. SOLICITORS, Parker, Garrett, & Holman; Botterell & Roche.*

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

Re BROWN, BROWN v. ACOMB. Chitty, J. 18th Nov.

WILL—CONSTRUCTION—EXECUTORY DEVISE OF DECEASED CHILD'S SHARE TO AND EQUALLY AMONG "SURVIVING CHILDREN"—RIGHT OF SOLE SURVIVING CHILD.

Summons. Joseph Brown, by his will dated in 1844, devised his copyhold land at Redditch (subject to a gift thereof to his wife during her widowhood) as to a messuage called the Plumber's Arms to his son Charles, and as to two houses in William-street to his son Joseph, and as to other houses in William-street to his daughter Sarah, and as to two houses in Brookhill-lane to his daughter Emma, and as to other houses in Brookhill-lane to his daughter Ann, and continued his said will as follows: "If any or either of my said children should happen to die without having lawful issue their share or shares of such property to go to and be equally divided among the surviving children share and share alike." Joseph Brown, the testator, died in 1844, and his widow in 1864. The said Ann Brown died a spinster in 1895. At her death the testator's son Joseph was the testator's only surviving child, and the question was whether Ann's share under the said will passed on Ann's death without issue to Joseph Brown, the son, as such surviving child of Joseph Brown the testator, or to Ann's customary heir.

CHITTY, J., said that *King v. Frost* (15 App. Cas. 248; 39 W. R. Dig. 264) was relied on as showing that the share was not divested by the diverting clause in the will. It was contended on the authority of that case that the words used by this testator did not extend to the case of a sole surviving child, and ought to be construed strictly, but his lordship thought that *King v. Frost* did not apply to this case at all. But the case of *Hearn v. Baker* (2 K. & J. 383; 4 W. R. Dig. 128) appeared to his lordship to be directly in point, and he ought to follow it. There was a gift of stock there after the decease of the testator's wife to "my five first cousins . . . or the survivors of them . . . to be equally divided between them share and share alike," and "survivors" was held to include a sole survivor. His lordship also referred to *Sturgess v. Pearson* (4 Madd. 411), and decided that the share passed to Joseph Brown as the surviving child of the testator.—COUNSEL, T. L. Wilkinson; G. Henderson. SOLICITORS, Long & Gardiner, for E. C. Browning, Redditch.

[Reported by J. F. WALKY, Barrister-at-Law.]

NEWELL v. NEWELL. North, J. 12th Nov.

PRACTICE—IRISH DECREE ENROLLED IN ENGLISH COURT OF CHANCERY—41 GEO. 3, c. 90, s. 6—NON-OBSERVANCE OF IRISH DECREE—MOTION TO COMMIT.

Motion to commit a defendant for disobedience to an order calling on the defendant to indorse and lodge with the accountant-general two deposit notes, and to bring in, lodge with the clerk of records and writs all deeds and documents in his possession, and power or procurement relating to certain premises and made in an action brought against the defendant and others in the Irish court. The defendant had not entered an appearance to the action in Ireland, and had not taken part in the hearing. The order had been made on further consideration. Notice of the action having been set down on further consideration had been filed, and on the order was indorsed, "If you, the within named defendant, neglect to obey this judgment by the time therein limited, you will be liable to process of execution for the purpose of compelling you to obey the same judgment." The original order gave leave to serve the judgment on the defendant at his house in England, and had been enrolled in the rolls of the Chancery Division of the High Court of Justice in England in compliance with the provisions of 41 Geo. 3, c. 90, s. 6. For the motion *Pennefather v. Short* (1866, W. N., pp. 102, 126); *Hazleton v. Bright* (1873, W. N., p. 3) were cited. The defendant in person desired to go into the merits of the order made by the Irish court.

NORTH, J., said the order must go, subject to the cases quoted being verified in the registry, but suspended the order for three weeks, to give the defendant the opportunity of moving the Irish court to set aside their order.—COUNSEL, *Peterson. SOLICITORS, Howard Austin, for Hayes & Co., Dublin.*

[Reported by R. SILEN, Barrister-at-Law.]

Re GURNEY, CLIFFORD v. GURNEY. Kekewich, J. 11th Nov.

ADMINISTRATION—CREDITORS—PRIORITIES—JUDGMENT CREDITOR—LIBERTY TO SIGN JUDGMENT UNDER R. S. C., ORD. XIV.—R. S. C., ORD. XLI., RS. 3 AND 4.

Adjourned summons. This was an application in an administration action to vary the chief clerk's certificate under the following circumstances. On the 13th of October, 1892, the "Bouillon Fleet (Limited)," who were creditors of the deceased Edwin Gurney, had taken out in the Queen's Bench Division a writ of summons specially indorsed under R. S. C., ord. 3, r. 6, against the administratrix of the deceased (who was defendant in the administration action), and on the 31st of October, 1892, had obtained in that action an order made by the Master under R. S. C., ord. 14, in the presence of the defendant, giving them, in the usual form, liberty to sign final judgment for the amount of the claim indorsed on their writ. The "Bouillon Fleet (Limited)," however, took no steps under the order, and judgment was never signed or entered. On the 13th of November, 1893, an order for accounts and inquiries was made in the administration action, and under that order the chief clerk by his certificate dated the 31st of July, 1896, certified that a sum of £135 and interest thereon due to the "Bouillon Fleet (Limited)" was entitled to priority over other debts, which, by the same certificate, he allowed against the estate. The plaintiff in the administration action now took out this summons to vary the chief clerk's certificate by striking out the finding that the "Bouillon Fleet (Limited)" were entitled to priority, and substituting a finding that they were entitled to rank *pari passu* with the other creditors. On the part of the applicants it was submitted that an order under R. S. C., ord. 14, giving leave to sign final judgment was not a judgment such as to give the right of priority of a judgment creditor until final judgment had been actually signed, and that the chief clerk had in error applied rule 3 of R. S. C., ord. 41, whereas he should have applied rule 4 of that order. On the other hand, it was contended on behalf of the "Bouillon Fleet (Limited)" that the signing of final judgment was a merely formal proceeding, and one to which the defendants in their action had no power to object, and that the order, though not actually a final judgment, was substantially the same thing.

KEKEWICH, J., said that in his opinion the chief clerk was in error. His lordship thought that "liberty to sign final judgment" could not, looking at the ordinary meaning of the words in the English language, be construed as equivalent to a final judgment. There was no compulsion upon any one to sign, and, as a matter of fact, judgment might never be signed. Regarding it, moreover, as a matter of practice, it was clear that liberty to sign final judgment was not judgment itself, a further step must be taken, and a further order was necessary. Therefore in his lordship's opinion the summons must succeed, and the chief clerk's certificate be varied.—COUNSEL, N. Micklem; A. Dunham. SOLICITORS, C. P. Pritchard; Pearce Jones.

[Reported by C. C. HENSLY, Barrister-at-Law.]

WALTHAMSTOW URBAN DISTRICT COUNCIL v. KENWOOD. Kekewich, J. 10th, 11th, and 12th Nov.

PUBLIC HEALTH ACT, 1875, ss. 41, 257, and 267—PUBLIC HEALTH ACTS AMENDMENT ACT, 1890, s. 19—SERVICE OF NOTICES—"PREPAID LETTER"—EVIDENCE MERELY THAT NOTICE "WAS PROPERLY ADDRESSED AND POSTED" INSUFFICIENT.

This was a summons taken out by the Walthamstow Urban District Council asking (*inter alia*) for a declaration that they were entitled, under section 257 of the Public Health Act, 1875, to a charge of £40 17s. 2d. upon certain land and premises belonging to the defendant, such sum being the amount apportioned by the plaintiff council's surveyor in respect of the said premises for certain expenses incurred by the plaintiffs under section 41 of the said Act and section 19 of the Public Health Acts Amendment Act, 1890. A preliminary objection was taken on behalf of the defendant that, as the defendant had served a written notice disputing the apportionment within the time specified by section 257 of the Public Health Act, 1875, the apportionment was not binding upon him, and, that being so, the proper tribunal to fix the amount was a court of summary jurisdiction. In support of the objection the defendant relied upon the affidavits filed by him, the first of which stated that on the 5th of July, 1895, after receiving the notice of apportionment, the defendant wrote to the chairman of the plaintiff council a letter disputing the amount settled by the surveyor to be due from him. In his second affidavit, filed in reply to one sworn by the clerk to the plaintiff council to the effect that no trace of the letter or of its receipt could be found, the defendant stated that the letter was addressed to the chairman of the plaintiff council at their offices, and was put into the post by himself.

KEKEWICH, J., said that it was a condition precedent under section 267 of the Public Health Act, 1875, that notices, including notices of dispute—if served by post—should be "served by post by prepaid letter," and that unless the letter was prepaid the notice was not good. The defendant's evidence did not shew that he had complied with the requirements of the section in this respect, therefore his notice of dispute was not good, and the preliminary objection must fail. On the merits of the case, his lordship subsequently made the declaration asked for by the summons.—COUNSEL, Naldrett; Fleetwood Pritchard. SOLICITORS, G. Houghton; H. H. Wells.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

Bankruptcy Cases.

WILD v. SOUTHWOOD. Vaughan Williams, J. Nov. 16.

BANKRUPTCY—RELATION BACK OF TRUSTEE'S TITLE—PROTECTED TRANSAC-

TION—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52) ss. 44, 45, 46, 49—PARTNERSHIP ACT, 1890 (53 & 54 VICT. c. 39) s. 23.

This was a summons in chambers referred by Day, J., to Vaughan Williams, J. The facts were as follows: Upon the 20th of April, 1895, the plaintiff Wild obtained judgment against Southwood for £125 and costs. Upon the same day he took out a summons under section 23 of the Partnership Act, 1890, for a charging order on the interest of the defendant in the firm of Southwood Brothers & Lloyd Jones, and obtained such order, and the appointment of a receiver upon the 27th of April. Upon the 23rd of May the plaintiff took out a summons to enforce the charging order by sale. Southwood's partners appeared and tendered the money to avoid a sale, but the judge, upon being informed that a bankruptcy petition had been presented against Southwood the day before, ordered his partners to pay the money into court instead of to Wild. A receiving order was made against Southwood on the 15th of June, the date of the act of Bankruptcy being the 17th of April. Wild then took out the present summons for payment of the money out of court, which was opposed by the trustee in Southwood's bankruptcy.

VAUGHAN WILLIAMS, J., held that Wild was not entitled to have the money paid out to him. He could only have it if he had completed his title to it before the act of Bankruptcy on the 17th of April, after which it became the property of the trustee. Section 49 of the Bankruptcy Act did not help him, because it had been decided in the case of *Coverage v. Q'Shees* (43 W. R. 244; 1895, 1 Ch. 325) that a charging order was not a "contract, dealing, or transaction" within that section. It could not be urged that the money was not the bankrupt's property and did not pass to his trustee. The summons was therefore dismissed.—COUNSEL, H. Terrell; Hansell. SOLICITORS, Wild & Wild; Field, Roscoe, & Co.

[Reported by P. M. FRANKER, Barrister-at-Law.]

Solicitors' Cases.

DEVEREUX AND ANOTHER v. WHITE & CO. No. 1. 17th Nov.

SOLICITOR—BILL OF COSTS—TAXATION.

In this case two actions were bought upon two bills of costs delivered to the defendants—one by the plaintiff Devereux, who was retained and acted as solicitor to the defendants from 1891 to August, 1893; the other by the plaintiffs Devereux and Heiron, who acted in partnership as solicitors to the defendant from August 1893 to 1895. An order was made in each action referring the bill of costs on which the action was brought to taxation, the two actions to be consolidated. The master having taxed the bill of costs sent in by the two plaintiffs, and taxed off less than one-sixth, the defendants carried in objections to the taxation. The first objection was that, as there was only one retainer there ought only to be one bill and one action and one taxation. The defendants alleged that, if the two bills were taxed as one bill, more than one-sixth would be taxed off so as to entitle them to the costs of the taxation. The master overruled the objection. The second objection was that certain fees to counsel were wrongly entered in the bill. The defendants had paid these fees by cheques drawn by themselves in favour of counsel, which were sent to the plaintiffs and handed by them to the counsel. The amounts of these fees were entered on both sides of the bill of costs as receipts and disbursements. The defendants alleged that if these entries were struck out, as they ought to be, the amount taxed off the bill would be more than one-sixth. The master overruled this objection also. Day, J., at chambers, affirmed the master's decision on both points. The defendants appealed, and *Wellison v. Hodgson* (2 Dowl. 360) and *Harrison v. Ward* (4 Dowl. 39) were cited in support of their contention.

THE COURT (LORD Esher, M.R., and LOVELL and RIGBY, L.J.J.) dismissed the appeal. As to the first objection, although the actions were ordered to be consolidated, there had been separate orders for taxation. The master was right in taxing in accordance with the orders. As to the second objection, the method of paying counsel's fees adopted in this case was irregular, and the solicitors ought to have so informed their clients. But the real truth of the transaction was that the clients had put the solicitors in funds to pay these fees specially. The solicitors therefore were right in putting down these fees in their bill as both a receipt and a disbursement.—COUNSEL, Courthope-Monroe and Atkin; Hepkinson, Q.C., and Bibben. SOLICITORS, Devereux & Heiron.

[Reported by F. G. RUCKER, Barrister-at-Law.]

LAW SOCIETIES.

UNITED LAW SOCIETY.

November 16.—Mr. C. W. Williams in the chair. Mr. J. S. Green opened a debate on the motion "That the decision of Mr. Justice North in *Re Harkness and Allsopp's Contract* (1896, 2 Ch. 358) is wrong." Mr. W. F. Symonds opposed, and the subsequent speakers were Messrs. A. H. Richardson, A. M. Begg, N. Tebbutt, W. J. Boycott, A. C. F. Boulton, C. H. Kirby, P. H. Edwards, and C. W. Williams. The motion was eventually lost by one vote.

LAW STUDENTS' JOURNAL.

CALLS TO THE BAR.

The following gentlemen were called to the bar on Tuesday:—LINCOLN'S-INN.—George Henry Stuart, late Fellow of Emmanuel Col-

lege, Cambridge, M.A.; George Goodman Solomon, London University; Egerton William Townsend Back; Charles Percy Sanger, Trinity College, Cambridge; Shrimant Sampatrao Kashirao Gaikwad, of Baroda, India; Michael Lanning Henry Melville; Lionel Tudway Levick, B.A., Pembroke College, Oxford; George Watkins Williamson; Archibald Alfred Willis; Harold Thomas Whitaker, B.A., Christ Church, Oxford; Richard Matias; Major Greenwood, M.D., LL.B., D.P.H.

INNER TEMPLE.—Stafford Faulkner; Brenton Robie Collins, B.A., Oxford; Cecil Louis Ferdinand Florensheim, B.A., Oxford; John Ellison Otto, B.A., Oxford; Walter James Lionel Stewart, Oxford; John James Bell, B.A., Cambridge; Walter Rogers, B.A., Oxford; Edward Henry Harrington Maxwell, B.A., Cambridge; Edward Everard Earle Welby-Everard, B.A., Oxford; Edward James Watt, B.A., Cambridge; James Gilbert Shaw Mellor, B.A., LL.B., Cambridge; Henry Cubitt Gooch, B.A., LL.B., Cambridge; George Alfred Mosley Cheeko, B.A., Oxford; William Francis Cornwall, B.A., Oxford; John Charles Miles, B.A., Oxford; Harold Ellis, B.A., Oxford; Alexander Adair Roche, B.A., Oxford; Arthur Francis Hadden, Oxford; Robert Holme Storey, B.A., Cambridge; William Neilson, B.A., LL.B., Cambridge; Ernest Yarrow Jones, B.A., Oxford; William James Holmes Graham, B.A., Cambridge; Harold English Harrison, B.A., Cambridge; the Hon. George Arthur Sinclair; Edward Herbert Merivale Drury, Cambridge; Frederick Joseph Colman; Joseph Ephraim Caseley Hayford, Cambridge; and Walter George Wrangham, B.A., Cambridge.

MIDDLE TEMPLE.—Edward Patrick Sarsfield Counsel, barrister-at-law, Ireland, LL.D., law prize; Michael Brett, B.A., New College, Oxford, Second Class Jurisprudence, honours certificate, Inns of Court; Charles Giesler Norbury, B.A., Cambridge University; Husain Budruddin Tyabji, B.A., LL.B., honours, Cambridge University; Reginald Hugh Goodman, University of London; Cecil John Dwyer; Sheikh Asghar Ali, Christ's College, Cambridge, J.C.S., B.A., Punjab University, and B.A., honours, Cambridge University; George Alexander Blair, New College, Oxford, and St. John's College, Cambridge; John Augustus Abbenet; Dhirajlal Panachand Shroff; Harry Bollen Longhurst; Arthur Sims, honours at solicitors' final examination.

GRAY'S INN.—John Richard Clark Hall, M.A., London University, and of the Local Government Board; Henry Anderson Watt, M.A., Glasgow; Robert Warden Lee, B.A., Balliol College, Oxford; Frederick Hinde, Kenthouse, Beckenham; James Graham Lealie, in the office of the Crown Agents for the Colonies; Montague White, Consul-General of the South African Republic; Robert Ernest Dummett, Clare College, Cambridge; Frederick Charles Goodwin, Kingston-on-Thames, M.R.C.S. Eng., and a L.R.C.P. and D.P.H., Cambridge; Syamo Podo Roy, Calcutta University, Punjab, India, pleader in the Chief Court of Lahore; and William Lynton Williams, formerly a solicitor, of Castle Mount, Sandal, near Wakefield.

LEGAL NEWS.

OBITUARY.

MR. CHARLES CARNE LEWIS, solicitor, coroner for South Essex and for the county borough of West Ham, died on Sunday at the age of sixty five years. He held several public appointments in addition to his duties as coroner. It is stated that the late Mr. Lewis was the third member of his family to hold that appointment, the eldest son in each instance having succeeded his father. Mr. Edgar Lewis, the son of the deceased gentleman, has filled the position of deputy coroner during his father's illness, and there is little doubt that he will receive the appointment of coroner.

APPOINTMENTS.

MR. F. C. BOUCHER, solicitor, of Rochester, has been elected Clerk of the Peace in the place of Mr. W. W. Hayward, who resigned office on becoming Mayor of Rochester.

MR. GEORGE ROBINSON, solicitor, of Strood, has been appointed Clerk to St. Catherine's Charity.

MR. R. J. M. STEDMAN, solicitor, of Rochester, has been appointed City Coroner.

MR. LEONARD BELL, solicitor, of Rochester, has been appointed Clerk to Watts' Charity.

[The three last-named appointments were lately held by Mr. W. H. Bell, who died recently.]

MR. CHARLES EDMUND TATHAM, solicitor, of the firm of Ladbury & Tatham, of 1, Budge-row, Cannon-street, has been appointed a Commissioner for Oaths. Mr. Tatham was admitted in December, 1888.

MR. ARTHUR J. LAWMAN, solicitor, of Great Torrington, Bideford, and Hatherleigh, was on the 9th inst. unanimously elected Mayor of Great Torrington, Devon, from outside the Council. He is believed to be the youngest mayor in the United Kingdom, being only twenty-nine years of age.

MR. PHILIP J. RUTLAND, of 69, Chancery-lane, London, W.C., and High Wycombe, Bucks, solicitor, has been elected Mayor of High Wycombe. Mr. Rutland is vice-president of the Berks, Bucks, and Oxon Incorporated Law Society.

GENERAL.

Lord Justice Kay is stated to be gradually improving in health and gaining strength.

The Members of the Northern Circuit will entertain Mr. M'Connell,

Q.C., at a complimentary dinner at the Hotel Métropole on the 16th of January, in celebration of his recent appointment as Chairman of Quarter Sessions for the county of London.

It appears from a return prepared by the Finance Committee of the London County Council that the total debt of London is now £37,941,704 which involves a charge on the rates of £3,523,447, of which £1,217,437 is interest and £1,306,010 repayment, equal to the rate of 1s. 57d. in the pound.

The *St. James's Gazette* says that the brother of the Gaikwar of Baroda, who has spent some time in Oxford and in London quietly completing his studies, has recently passed as a barrister, and is to be called to the bar. He leaves this week for Baroda, where his abilities and knowledge of Western ideas will doubtless be turned to good account.

Messrs. Benn, Burnett, & Eldridge sold this week at the Mart, Tokenhouse-yard, freehold ground-rents of £3,267 10s. per annum, freehold rack-rent of £1,050 per annum, and a leasehold ground-rent of £150 per annum, together amounting to £4,467 10s. per annum, secured upon the Manchester Hotel, Aldersgate-street. The property realised £105,000.

In the course of a case at the Lambeth County Court, Judge Emden said that the present state of the bankruptcy law was favourable only to rich debtors. He added: "These cases come before me almost daily, and I am continually calling attention to the present anomalous state of the law, in the hope that the Legislature will presently recognize the necessity for reform. In the present state of the law persons in the position of the defendant are unable to get relief from the load of debt which has come upon them by misfortune. Hence, they are liable to be constantly harried by their creditors on judgment summonses. If the County Court jurisdiction were extended above £50, relief might be granted in this court. As the law now stands bankruptcy is the only remedy, but that is impossible with persons in the defendant's position. They are, in truth, too poor to become bankrupt—they cannot find the money to pay the necessary fees."

The *Chicago Legal News*, under the heading of "Judge Dundy, the Champion Judicial Bear Killer," says: "We are informed by our esteemed contemporary, the *Omaha Mercury*, that Judge Dundy has in his various hunting excursions killed sixty-seven bears. We doubt if any other living judge can beat this record." The *Mercury* says: "Judge Dundy is resting after his hunting in Wyoming, and will do nothing in the United States Court for a few days. The judge was encamped at the base of Laramie peak, and during his entire trip saw but one bear, but he got him. Judge Dundy says there are no bears in the vicinity where he was encamped, notwithstanding the reports that the woods were full of them. It is a sparsely settled section, and it would seem that there should be many bears there. The bruin the judge killed was a black bear, and about the largest of the sixty-seven that have dropped at the crack of his rifle. The judge ran upon him at the mouth of an old mine and soon finished him."

At the Mansion House Police Court on Wednesday, says the *Times*, Mr. Charles Henson Staniland, of Old Jewry Chambers, was summoned before Alderman Sir David Evans, at the instance of the Incorporated Law Society, for obtaining money by false pretences. The defendant was admitted a solicitor in 1861, and in 1876 was appointed a commissioner to administer oaths. In consequence of complaints against him in 1893 his professional conduct was investigated by the Incorporated Law Society, with the result that, on their application, the High Court suspended him from practice for a year from the 9th of January, 1894. He had not since taken out a certificate enabling him to act as a solicitor, and it was alleged that he was consequently disqualified from acting as a commissioner, as by the terms of his commission he had authority to administer oaths and do other official acts only so long as he should continue to practice as a solicitor. It was proved that, in three instances, he had purported to exercise his powers as a commissioner by administering oaths and declarations and marking exhibits, and had received the small fees—a few shillings in each case—usually paid for these services. Mr. Kent, for the defence, said it was a moot point whether a commissioner's powers ceased, or were suspended when the individual was not practising as a solicitor, and the defendant had a complete answer to the charge. Sir David Evans committed the defendant for trial, admitting him meanwhile to bail.

Sir Comer Petheram, the retiring Chief Justice of Bengal, in replying to a farewell address presented to him in Calcutta by a number of friends, took occasion to refer to the changed position of judges of the High Courts in India, especially by new rules relating to the number of years which they have to serve before becoming entitled to a pension. Sir Comer observed that when he arrived in India, in 1884, the value of the rupee was between 1s. 8d. and 1s. 9d., and the period of service for a full High Court pension was eleven and a half years. The rupee is now worth less than 1s. 3d., and the service necessary for a full pension is fourteen and a half years. I cannot help fearing that, when the profession both here and in England fully appreciate the effect of these changes, it will be found that the field of selection has been dangerously narrowed. I also think that there is reason to fear that the extension of the period of service may have a serious effect upon the efficiency of judges, for a reason which does not seem to have been considered, or to have been within the knowledge of the framers of the new rules. The ex-Chief Justice said he was forty-nine years of age when he became Chief Justice of the North-West Provinces, and he had now spent twelve hot seasons in the plains of India, and then he proceeded: "My knowledge of my own health and strength tells me that if I were to attempt to carry on the work of Chief Justice of Bengal for another three years it would be found that my energy

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and patience have been so seriously affected by the work which I have already done in this climate that it would be in the interest of the court and the public that the office should be in younger hands. What is true of myself will, I feel sure, be found to be true of many others, and for this reason I greatly fear that it will be very difficult for men who come to this country after they have reached middle life to perform the duties of the office of a judge for fifteen hot seasons in the plains of India with the energy and patience which the public have a right to expect."

At the Liverpool Assizes on Monday Mr. Justice Bruce, in charging the grand jury, said that the details of assaults upon young children should be given in open court was a matter which he could not help regretting. Of course, if necessary for the purpose of justice, the grand jury must find a true bill, but he thought that in this class of cases the grand jury, in their discretion, were justified in looking a little more narrowly into these cases than into others, because of the great inconvenience of trial. He had said "inconvenience." He might perhaps have used a stronger word. He thought he might have said mischief, by familiarizing the minds of the idle and thoughtless with revolting details attending acts of this kind. He had during this circuit been obliged to hear many of these cases—some cases very revolting—in crowded courts, where large numbers of idle men had listened with open mouth and unashamed face to the relation by young children and modest women of the most degrading incidents. He was well aware of the value they attached in this country, and properly attached, to publicity, and he did not think the public of this country would ever allow the liberty of any man, even the humblest of the Queen's subjects, even the most degraded of the Queen's subjects, to be taken away by secret proceedings. But he could not think that it was impossible to find a middle way. The idle men who thronged the court during the hearing of these cases afforded no real security for the proper administration of justice. Assuming there were the representatives of the Press, who always in these cases exercised a wise discretion; assuming that the jurymen in waiting, who did truly represent the public, were always present; that members of the legal and medical professions were present; and that the friends of the prisoner and the friends of the prosecutor were not excluded, he could not help thinking that no harm would be done if discretion were given to the judge to exclude other members of the public.

Bovril (British, Colonial, and Foreign) (Limited) announce their prospectus. The share capital is £2,000,000, with an issue of debentures amounting to £500,000. The net profits of the business for the year ending June, 1896, is stated to be upwards of £90,000. The list opens on Monday and closes on Wednesday for London, and on Thursday for the country.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CRITT.	Mr. Justice NORTH.
Monday, Nov.....33	Mr. Ward	Mr. Clowes	Mr. Godfrey
Tuesday.....34	Pemberton	Jackson	Leach
Wednesday.....35	Ward	Clowes	Godfrey
Thursday.....36	Pemberton	Jackson	Leach
Friday.....37	Ward	Clowes	Godfrey
Saturday.....38	Pemberton	Jackson	Leach
	Mr. Justice STIRLING.	Mr. Justice KIRKWOOD.	Mr. Justice BOWEN.
Monday, Nov.....23	Mr. Bolt	Mr. Lavis	Mr. Pugh
Tuesday.....24	Farmer	Carrington	Beal
Wednesday.....25	Bolt	Lavis	Pugh
Thursday.....26	Farmer	Carrington	Beal
Friday.....27	Bolt	Lavis	Pugh
Saturday.....28	Farmer	Carrington	Beal

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875.)—[ADVT.]

THE PROPERTY MART.

SALES OF ENSUING WEEK.

Nov. 24.—Mr. C. RAWLEY CROSS, at the Mart, at 2. Freehold Ground-Rents of £292 per annum on Houses at Kensington, and £50 per annum on Property at Brook Green; also Freehold and Leasehold Properties at Notting Hill. Solicitors, T. H. HISCOCK and Messrs. HUGHES & AUSTON, all of London. (See advertisement, this week, p. 3).

Nov. 25.—Messrs. STIMSON & SONS, at the Mart at 2. Freehold Ground-Rent of £50 per annum, secured upon Property near Honor Oak. Solicitor, W. H. MATTHEWS, London. (See advertisement, Nov. 14, p. 3).

RESULT OF SALES.

SALE OF ABSOLUTE REVERSIONS AND LIFE POLICIES.

Messrs. H. E. FORTER & CRANFIELD'S 583rd Periodical Sale of these Interests took place at the Mart on Thursday last, the 19th inst. The following are some of the results:—

ABSOLUTE REVERSIONS:—

To one-eighth Share of £48,197 Midland Railway Three per Cent. Debenture Stock	Sold	£4,400
To a Moiety of £4,242 Consols	"	1,955
To one-fifth of a Trust Estate of the net value of about £3,500	"	355
POLICIES OF ASSURANCE:—		
For £1,000 in United Kent Office	"	220
For £500 in United Kingdom Temperance and General Provident Institution, and bonuses £200	"	480
For £1,000 in the Prudential Assurance Company, Limited	"	360

For £1,000 in the Liverpool and London and Globe Insurance Company
For £1,000 in the same Office
9,200 Shares of £1 each, 17s. paid, in the Regina (Canada) Gold Mine (Limited) were sold at 1d. per Share.

Messrs. BRAY, BURNETT, & ELDRIDGE, of 14, Nicholas-lane, London, sold the Freehold and Leasehold Rents, amounting to £4,467 10s., secured upon the "Manchester Hotel," Aldersgate-street, in the City of London, for £100,000. This is claimed to be the largest property sale of the season.

Messrs. E. & H. LUNLEY—Brayton, Yorks; The Gateforth Estate, comprising 2,066a. 2r. 3p. Sold for £75,000.

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 13.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

GOLD REEFS OF WESTERN AUSTRALIA, LIMITED—Creditors are required, on or before Dec 30, to send their names and addresses, and the particulars of their debts or claims, to Edmund William Dawson, 10, Pancras-lane. Gover & Chiles, Queen st, Chesapeake, solvers to Liquidator.

HOTEL PROVIDOR CO, LIMITED—Creditors are required, on or before Dec 17, to send their names and addresses, and the particulars of their debts or claims, to Abercrombie Castle and Edward Cecil Moore, 3, Crosby sq. George Kirby & Millett, George st, Westminster, solvers to Liquidators.

NEW LONDON CLUBS SYNDICATE, LIMITED—Creditors are required, on or before Dec 31, to send their names and addresses, and the particulars of their debts or claims, to William George Blakemore, 57, Moorgate-st. Beyfus & Beyfus, Lincoln's inn fields, solvers for Liquidator.

ULVERSTON SHUTTER AND LIFT CO, LIMITED—Creditors are required, on or before Dec 21, to send their names and addresses, and the particulars of their debts or claims, to William Holmes, 2, Cornhill st, Barrow in Furness.

FRIENDLY SOCIETY DISSOLVED.

FRIENDLY SOCIETY, Swan Inn, Moulton, Spalding, Lincoln Nov 4
SUSPENDED FOR THREE MONTHS.

BIRSTALL FRIENDLY SOCIETY, National School, Birstall, Leicester Nov 5
London Gazette.—TUESDAY, NOV. 17.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

ASSOCIATED PROPRIETORS IN THE ROYAL SWEDISH RAILWAY CO, LIMITED—Creditors are required, on or before Nov 17, to send their names and addresses, and the particulars of their debts or claims to W. B. Peat, 3, Lothbury. Kimber & Co, Lombard st, solvers to Liquidator.

HOTEL METROPOLIS, SCARBOROUGH, LIMITED—Petn for winding up, presented Nov 10, directed to be heard on Nov 25. Scoles & Co, 3, Southwark st, solvers for petnors.

NOTICE OF APPEARING must reach the above-named not later than 6 o'clock in the afternoon of Nov 24.

LONDON BANKING CORPORATION, LIMITED—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to the Glyn Trust, Limited, 171, Queen Victoria st. Edwards, New Bridge st, solvers.

PETROLEUM PROPRIETARY, LIMITED—Petn for winding up, presented Nov 13, directed to be heard Nov 25. Walter Newson, 7 and 8, St Winchester st, London, solvers for petnors.

NOTICE OF APPEARING must reach the above-named not later than 6 o'clock in the afternoon of Nov 24.

FRIENDLY SOCIETIES DISSOLVED.

EAST LONDON AND ESEK DISTRICT ANTIQUARY ORDER OF SHEPHERDS FRIENDLY SOCIETY, 1, Woolwich st, Poplar. Nov 11

PEACOCK MUTUAL INVESTMENT SOCIETY, Peacock Inn, Darwin st, Birmingham. Nov 4

MIRFIELD, YORKSHIRE, TRIUMPHANT LODGE OF OLD FELLOWS FRIENDLY SOCIETY, Hens Shoe Inn, Mirfield, York. Nov 11

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, NOV. 3.

BARNETT, RICHARD, Warwick, Butcher Nov 30 Sydney & Co, Birmingham

BENTLEY, HANNAH, Longnor, Stafford Nov 25 Furniss, Buxton

BROWN, HENRY, Shrewsbury Dec 1 J & F Holyoake, Bromsgrove

CAMPBELL, WALTER, Knightbridge Dec 10 Abbott & Hudson, Fenchurch st

CARLILL, JANE, York Dec 14 Wilkinson, York

COR, ERNEST OSWALD, Camberley, Surrey Jan 1 Cos & Co, Hart st

COX, JOSEPH, Birmingham Nov 30 Green & Williams, Birmingham

EVANS, EDWIN, Shrewsbury, Salop Dec 21 Carrane, Wellington

EVANS, WILLIAM, Seacombe, Chester, Printer Dec 1 Newman & Kent, Liverpool

FARISH, WILLIAM, Chester, Merchant Dec 1 Sharpe & Davison, Chester

FOXROFT, PETER, Glasbrook, nr Manchester Dec 5 Brett & Co, Manchester

GASON, JOHN, Rome, Physician Dec 7 Selfridge & Co, John st, Bedford row

HAYES, AMELIA SUSANNAH, Upper Walmer, Kent Dec 11 Allen & Son, Carlisle st

HOWLETT, JAMES OLLEY, Gt Yarmouth, Fish Merchant Dec 10 Harmer & Ruddock, Gt Yarmouth

JACKSON, HENRY, Middleton, nr Tamworth, Farmer Nov 30 Green & Williams, Birmingham

JONES, JOHN, Gresford, Denbigh Jan 1 Hughes, Wrexham

LARKMAN, WILLIAM AUGUSTUS, Norwich, Corn Merchant Nov 10 Prior, Norwich

MAXWELL, CHARLES FREDERICK, Victoria, Law Bookseller Dec 15 Graham, Chancery lane

NORCOTT, ELIZABETH, Kingsley, nr Frodsham Dec 30 Burton, Runcorn

RAYBOULD, JOHN, Aston juxta Birmingham Nov 30 Robinson & Son, Birmingham

RIDGWAY, EDWARD JOHN, Stafford Dec 5 Cooper & Co, Newcastle

SAVAGE, JACOB AUSTIN, Philadelphia, USA Dec 5 Marshall & Co, Leadenhall st

SKELINGTON, WILLIAM, Romford rd, Manor Pk Dec 5 Coburn, Leadenhall st

SWIN, SIMON, Halstead, Essex Dec 18 Harris & Co, Halstead

SMITH, STEPHENS, Healey on Thames, Miller Nov 30 Cripps, Gt Marlow

THOMAS, WILLIAM, North, Brass Founder Nov 21 Morgan & David, North

WATKINSON, ANNA MARIA, and MARY ANN WATKINSON, Mallock, Derby Dec 3 Ladd, Mallock Bath

WALCH, PETER, Tonge, Lancaster Nov 30 Russell, Bolton

WOODHOUSE, LOUISA JOANNA, Kensington Nov 26 Peacock & Goddard, South sq, Gray's Inn

London Gazette.—FRIDAY, NOV. 5.

ALLOST, MARGARET, Waitby, nr Kirby Stephen Nov 14 E & E Heelis, Appleby
BAWTER, SAMUEL, Sutton, Surrey Jan 7 Waller & Sons, Coleman st
BRAITHWAITE, THOMAS, Kirby Mathamdale, York Dec 24 Watson & Co, Nottingham
BURNETT, JAMES, LETTONSTONE, Engineer Dec 5 Gibbs & Co, Eastcheap
BUSH, HENRY, Norfolk Nov 20 Reed & Wayman, Downham Market
CARPENTER, JANE, Llanelli Hill, Brecon Nov 22 Hodgins, Abergavenny
COLBOURN, General the Hon Sir FRANCIS, K C B, Buskerell, Devon Dec 2 France & France, Plymouth
CONNING, GEORGE, Normanby, York, Cattle Dealer Nov 30 Hugh W & R Pearson, Helmsley
COOPER, ROBERT, Norfolk, Farmer Nov 20 Reed & Wayman, Downham Market
CROSTON, HENRY, Durham, Draper Dec 5 Ward, Newcastle upon Tyne
DOODY, CHARLES, Nantwich Nov 14 Whiteley, Nantwich
ERICKSEN, Sir JOHN ERIC, Cavendish pl, Cavendish sq Dec 31 Burton & Co, Surrey st
FARWIG, JULIUS AUGUSTUS, Upper Thames st Dec 5 Wells & Son, Paternoster row
FENNELL, FRANCES, Brighton Dec 11 Gibbs & Co, Eastcheap
FITZGERALD, EDWARD LEONARD GEORGE, Littlehampton, Sussex Nov 30 Tippetts & Son, Maiden lane
GILES, Mrs AGNES JOAN SOPHIA, Weybridge, Surrey Dec 4 Burton & Co, Stonebow, Lincoln
GODFREY, JANE, Clevedon pl, Eaton sq Dec 1 Yielding & Co, Vincent sq, Westminster
HARDING, CHAS, Cresshill, Glam Dec 11 John Morgan, Cardiff
HARRISON, ELIZABETH, Scarborough Dec 12 Bainton, Beverley
HARVEY, Dr JOHN JOHN, Fairfield, Liverpool Dec 3 Read, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, NOV. 13.

RECEIVING ORDERS.

ADAMS, WALTER LAWSON, Lowestoft, Cycle Repairer 61 Yarmouth Pet Nov 11 Ord Nov 11
BARNES, JOHN WICKHAM, Stamford st, Blackfriars, Surgeon High Court Pet June 19 Ord Nov 10
BARNETT, GEORGE HENRY, Stonehouse, Glos, Tailor Gloucester Pet Oct 31 Ord Nov 11
BARNETT, HORACE, Breconhill, Kent, Farmer Tunbridge Wells Pet Nov 11 Ord Nov 11
BLAKET, SAM, Leeds, Pork Butcher Leeds Pet Nov 10 Ord Nov 10
BURTON, WILLIAM, Hyde, Cheshire Ashton under Lyne Pet Oct 23 Ord Nov 9
CARLTON, WILLIAM EDWARD, Margate, Baker Canterbury Pet Nov 9 Ord Nov 9
CHIDELL, BENJAMIN JAMES, Romsey, Hants Southampton Pet Nov 10 Ord Nov 10
COCK, J. St John's Wood, Accountant High Court Pet Oct 21 Ord Nov 10
COLE, WILLIAM HARRY, Northam, Southampton, Builder Southampton Pet Nov 10 Ord Nov 10
COLMAN, THOMAS, Rugby, Confectioner Coventry Pet Nov 9 Ord Nov 9
COLOS, HARRIET, York, Grocer York Pet Nov 9 Ord Nov 9
COOPER, ARTHUR, Pleadilly High Court Pet Sept 9 Ord Nov 10
COWEN, WILLIAM GEORGE, Burslem, Plumber Hanley Pet Nov 9 Ord Nov 9
CROOKER, WILLIAM CRICK, Marwood, Devon, Farmer Barnstaple Pet Nov 7 Ord Nov 7
CUNNINGHAM, WILLIAM DOVETON, Great St Thomas Apostle, Solicitor High Court Pet Oct 10 Ord Nov 9
DARTON, THOMAS HENDERSON, Clifton, Commercial Traveller Salford Pet Nov 9 Ord Nov 9
DODD, ARTHUR, Southampton, Publican Winchester Pet Nov 9 Ord Nov 9
FRANCIS, JOHN, Hedenham, Norfolk, Farm Bailiff Gt Yarmouth Pet Nov 10 Ord Nov 10
GORTON, GEORGE THOMAS, Woking, Surrey, Baker Guildford Pet Nov 10 Ord Nov 10
HADLEY, THOPHIMUS HOPKIN, Lower Cam, Glos, Carpenter Gloucester Pet Nov 10 Ord Nov 10
JENKINS, ISAAC JOHN, Llanelli, Commission agent Carmarthen Pet Nov 6 Ord Nov 6
LAURENCE, HERCY WILLIAM, Leominster, Market Gardener Leominster Pet Nov 9 Ord Nov 9
LINCOLN, EMMA, Lakenham, Norwich, Grocer Norwich Pet Nov 10 Ord Nov 10
MALAMMA, BASIL, Urmston, Lancs, Chromo Lithographer Manchester Pet Nov 10 Ord Nov 10
MAY, JOHN CHARLES, Newcastle st, Strand High Court Pet Sept 20 Ord Nov 11
MAYNOR, JAMES, Buckenbury, Builder High Court Pet Oct 3 Ord Nov 11
MORGAN, RICHARD, Ware, Herts Bury St Edmunds Pet Oct 23 Ord Nov 9
MORRELL, RICHARD LEWIS, Harrogate, Yorks, Farmer York Pet Nov 11 Ord Nov 11
NAYLOR, SMITH & Co, Bankhall, Liverpool, Manufacturing Chemists Liverpool Pet Oct 13 Ord Nov 10
PAXFORD, CHARLES THURSTON, Swansea, Gardener Swansea Pet Nov 9 Ord Nov 9
PILKINGTON, WILLIAM EDWARD BRISTON, Durham, Licensed Victualler Stockton on Tees Pet Nov 10 Ord Nov 10
PIMPLETT, SAMUEL, Hyde, Cheshire Ashton under Lyne Pet Oct 23 Ord Nov 9
PORTER, GEORGE BARRETT, Uppingham, Leicester Pet Nov 10 Ord Nov 10
POUCHER, CHARLES, Tottenham, Jeweller Edmonton Pet Oct 1 Ord Nov 9
RAWLINS, SILAS, Southampton, Farmer Southampton Pet Nov 10 Ord Nov 10
RINCHORSE, JOSEPH THOMAS, Nottingham Nottingham Pet Nov 9 Ord Nov 9
SHEPLOCK, JOSEPH, Kiburne, Derbys, Brickmaker Derby Pet Nov 9 Ord Nov 9
SMITH, HENRY FREDERICK, Hertford, Tailor Hertford Pet Nov 9 Ord Nov 9

SPRING, ALFRED ARCHER, Grantham, Tailor Nottingham Pet Nov 9 Ord Nov 9
THOMAS, JOHN, Gowerdon, Glam, Bootmaker Swansea Pet Nov 9 Ord Nov 9
VICK, DAVID, Tewkesbury, Coal Dealer Cheltenham Pet Nov 10 Ord Nov 10
WAINWRIGHT, THOMAS HENRY, Liverpool Liverpool Pet Oct 19 Ord Nov 10
WAINSWLEY, ALBAN, Eccles, Lancs, Solicitor Manchester Pet Nov 9 Ord Nov 9
WILBY, RICHARD, Marsh, Huddersfield, Machine Maker Huddersfield Pet Nov 10 Ord Nov 10
WINTLE, VABOIAN BENJAMIN, Frome, Schoolmaster Frome Pet Nov 9 Ord Nov 9

FIRST MEETINGS.

ASHBY, ELIZABETH, Newport, I of W Nov 21 at 3 Off Rec, Newport, I of W
BAKER, THOMAS, Dudley, Worcs, Glass Dealer Nov 23 at 10.15 Off Rec, Dudley
BIGGS, THOMAS, and RICHARD NINNES, Reigate, Ironmongers Nov 23 at 11.30 24, Railway apph, London Bridge
BROAD, FRANK, Rochester, Kent, Dairyman Nov 23 at 11.15, High st, Rochester
CHIDELL, BENJAMIN JAMES, Romsey, Hants Nov 24 at 3 Off Rec, 4, East st, Southampton
COLE, WILLIAM HARRY, Southampton, Builder Nov 21 at 4 Off Rec, 4, East st, Southampton
COLTON, HARRIET, York, Grocer Nov 24 at 12.30 Off Rec, 23, Stonegate, York
COOPER, GEORGE, Rickmansworth, Herts, Beerhouse Keeper Nov 21 at 12 Coffee Tavern, High st Watford
DEXTER, MARY ELLEN, and MARY ELIZABETH GELSTHORPE, Shephed, Leics, Boot Manufacturers Nov 20 at 12.30 Off Rec, 1, Berridge st, Leicester
DODD, ARTHUR, Southampton, Publican Nov 27 at 3.30 Off Rec, 4, East st, Southampton
DOWSON, JOHN HENRY, Wolsingham, Durham, Cattle Dealer Nov 20 at 3 Wear Valley Hotel, Bishop Auckland
EDWARDS, JOSEPH, and ROBERT JOHN EDWARDS, Lingfield, Surrey, Builders Nov 23 at 12.30 24, Railway app, London Bridge
GRIFFITHS, JOHN, Ferndale, Glam Nov 21 at 12 65, High st, Merthyr Tydfil
HAYDON, JAMES, Johnstown, Denbigh, Labourer Nov 23 at 11.45 Priory, Wrexham
HICKS, HENRY, Leyton, Essex, Builder Nov 20 at 12 Bankruptcy bldgs, Carey st
HORN, FREDERICK JAMES, Sudbury, Licensed Victualler Nov 23 at 12 Off Rec, 95, Temple avenue
HUMPHREY, A. A., Moorgate st Nov 20 at 2.30 Bankruptcy bldgs, Carey st
HUNT, ROBERT MAY, Chesterfield Nov 23 at 2.10 Talbot Hotel, Stourbridge
JELLEY, HUGH, Leicester, Boot Manufacturer Nov 20 at 3 Off Rec, 1, Berridge st, Leicester
JONES, JAMES DENNIS, Ferndale, Glam, Grocer Nov 23 at 12 65, High st, Merthyr Tydfil
LANCE, JAMES WILLIAM, Montagu pl, Russell sq, Commission Agent Nov 23 at 12 Bankruptcy bldgs, Carey st
LIVINGSTON, JOHN, Leeds, Coal Agent Nov 23 at 11 Off Rec, 22, Park row, Leeds
LOXTON, CHARLES, Swansea, Boot Dealer Nov 20 at 12 Off Rec, 31, Alexander rd, Swansea
MORRELL, RICHARD LEWIS, Harrogate, Farmer Nov 23 at 12.30 Off Rec, 38, Stonegate, York
MUCKLOW, JOHN ARTHUR, Dudley, Worcestershire, Grocer Nov 23 at 10.30 Off Rec, Dudley
NEWTON, ROBERT, Glossop, Derby, Slater Nov 20 at 2.30 Ogden's chmbrs, Bridge st, Manchester
PARKINSON, MARGARET, Sale, Cheshire Nov 20 at 3 Ogden's chmbrs, Bridge st, Manchester
PEARSON, JOHN, Forest Hill, Kent, Commission Agent Nov 23 at 12 Bankruptcy bldgs, Carey st
PERKINS, JOHN, Penryn, Glam, Furniture Dealer Nov 24 at 3 65, High st, Merthyr Tydfil
REDHOUSE, AMBROSE GEORGE, Liverpool, Grocer Nov 23 at 12 Off Rec, 35, Victoria st, Liverpool
RICHARDS, DAVID, Hafod, nr Pontypridd, Collier Nov 20 at 3 65, High st, Merthyr Tydfil

RAWLINS, SILAS, Southampton, Farmer Nov 24 at 3.30 Off Rec, 4, East st, Southampton
ROWLAND, JOHN PENNY DAVIS, Swansea, Architect Nov 24 at 12 Off Rec, 31, Alexandra rd, Swansea
SHEPLOCK, JOSEPH, Kiburne, Derbys, Brickmaker Nov 23 at 11 Off Rec, 40, St Mary's gate, Derby
SHESTON, EDWARD EREKST, Tynning, Tidvale, Staff, Labourer Nov 23 at 10 Off Rec, Dudley
SPOTTER, THOMAS WILLIAM, Walthamstow, Brickmaker Nov 20 at 11 Bankruptcy bldgs, Carey st
TAYLOR, THOMAS HENRY, Burton on Trent, Bicycle Dealer Nov 21 at 11.30 Off Rec, 40, St Mary's gate, Derby
WILCOCKS, ARTHUR, Derby, Plumber Nov 21 at 11 Off Rec, 40, St Mary's gate, Derby
WOOLLEY, JOHN, Nottingham, Fish Salesman Nov 20 at 12 Off Rec, St Peter's Church walk, Nottingham

ADJUDICATIONS.

ADAMS, WALTER LAWSON, Lowestoft, Cycle Repairer 61 Yarmouth Pet Nov 11 Ord Nov 11
BARNETT, HORACE, Breconhill, Kent, Farmer Tunbridge Wells Pet Nov 11 Ord Nov 11
BESWICK, GEORGE WILLIAM DABLEY, Rossett gdns, Chexms walk High Court Pet May 22 Ord Nov 9
BISCHOFFSWERDER, HELENA, Plymouth, General Dealer Plymouth Pet Sept 15 Ord Nov 11
BLAKET, SAM, Leeds, Pork Butcher Leeds Pet Nov 10 Ord Nov 10
CARLTON, WILLIAM EDWARD, Margate, Baker, Canterbury Pet Nov 9 Ord Nov 9
CHIDELL, BENJAMIN JAMES, Romsey, Hants Southampton Pet Nov 9 Ord Nov 10
COLE, WILLIAM HARRY, Southampton, Builder Southampton Pet Nov 10 Ord Nov 10
COLMAN, THOMAS, Rugby, Confectioner Coventry Pet Nov 9 Ord Nov 9
COLTON, HARRIET, York, Grocer York Pet Nov 9 Ord Nov 9
COOPER, GEORGE, Rickmansworth, Beerhouse Keeper Gt Albans Pet Nov 5 Ord Nov 7
COWEN, WILLIAM GEORGE, Burslem, Plumber Hanley Pet Nov 9 Ord Nov 9
CROOKER, WILLIAM CRICK, Marwood, Devons, Farmer Barnstaple Pet Nov 6 Ord Nov 7
DARTON, THOMAS HENDERSON, Swinton, Lancs, Commercial Traveller Salford Pet Nov 9 Ord Nov 10
DODD, ARTHUR, Southampton, Publican Winchester Pet Nov 6 Ord Nov 11
EDWARDS, MORGAN, Glandovey Station, Cardigans, Farmer Aberystwith Pet Sept 23 Ord Nov 9
FRANCIS, JOHN, Norfolk, Farm Bailiff Gt Yarmouth Pet Nov 10 Ord Nov 10
GORTON, GEORGE THOMAS, Woking, Surrey, Baker Guildford Pet Nov 10 Ord Nov 10
GRANT, CAROLINE, Westbourne pk High Court Pet Aug 22 Ord Nov 9
HADLEY, THOPHIMUS HOPKIN, Lower Cam, Glos, Carpenter Gloucester Pet Nov 10 Ord Nov 10
JENKINS, ISAAC JOHN, Llanelli, Commission Agent Carmarthen Pet Nov 6 Ord Nov 6
KNIGHT, REGINALD BRODIE, Conduit st High Court Pet Oct 1 Ord Nov 10
LAURENCE, HERCY WILLIAM, Leominster, Market Gardener Leominster Pet Nov 9 Ord Nov 9
LINCOLN, EMMA, Lakenham, Grocer Norwich Pet Nov 10 Ord Nov 10
LOMAS, THOMAS HENRY, Burslem, Lancs, Confectioner Burnley Pet Oct 21 Ord Nov 10
MALAMMA, BASIL, Urmston, Lancs, Printer Manchester Pet Nov 10 Ord Nov 10
MASTERS, JAMES, Cardiff, Builder Cardiff Pet Sept 20 Ord Nov 10
MITCHELL, WILLIAM ARTHUR, Barry, Glam Cardiff Pet Oct 31 Ord Nov 9
MORRELL, RICHARD LEWIS, Harrogate, Farmer York Pet Nov 11 Ord Nov 11
PAXFORD, CHARLES THURSTON, Swansea, Gardener Swansea Pet Nov 9 Ord Nov 11
PILKINGTON, WILLIAM EDWARD BRISTON, Durham, Licensed Victualler Stockton on Tees Pet Nov 10 Ord Nov 10
RAWLINS, SILAS, Southampton, Farmer Southampton Pet Nov 10 Ord Nov 10

BARROCKS, AMBROSE GEORGE, Liverpool, Grocer Liverpool
 Pet Oct 19 Ord Nov 11
BRIDGES, JOSEPH THOMAS, Nottingham, Fancy Draper
 Nottingham Pet Nov 9 Ord Nov 9
BROOKS, WILLIAM TAMES, Charing Cross High Court Pet
 Aug 17 Ord Nov 10
BRECKLOCK, JOSEPH, Kilburne, Derby, Brickmaker Derby
 Pet Nov 9 Ord Nov 9
SHERWIN, NOAH, Boulton, Derby, Farmer Derby Pet
 Oct 26 Ord Nov 11
BRYNG, ALFRED ARCHER, Grantham, Tailor Nottingham
 Pet Nov 9 Ord Nov 9
TOWNS, JOHN, Gorseinon, Glam, Bootmaker Swansea
 Pet Nov 9 Ord Nov 9
THE WILLIAM KIBLER, Darlaston, Staffs, Licensed
 Victualler Walsall Pet Oct 17 Ord Oct 17
VICK, DAVID, Tewkesbury, Coal Dealer Cheltenham
 Pet Nov 10 Ord Nov 10
VICKINGS, FREDERICK MICHAEL, Liverpool, Tobacconist
 Liverpool Pet Sept 9 Ord Nov 10
WAKEFIELD, HENRY, Lawrence Lane, Blouse Manufacturer
 High Court Pet Oct 30 Ord Nov 9
WALKLEY, ALBAN, Ezeles, Lancs, Solicitor Manchester
 Pet Nov 9 Ord Nov 9
WILBY, RICHARD, Marsh, Huddersfield, Machine Maker
 Huddersfield Pet Nov 10 Ord Nov 11
WINTLE, VAUGHAN BENJAMIN, Frome, Somersetshire,
 Schoolmaster Frome Pet Nov 9 Ord Nov 9

ADJUDICATION ANNULLED.

ALMOND, WALTER HENRY, Ross st, Covent gdn, Licensed
 Victualler High Court Adjud Nov 1, 1892 Annual
 Nov 9

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 wishing to retire gradually, or Permanent Partnership in
 an unexceptionable Firm; age 30; University Graduate;
 three years' experience in West End Firm and seven in
 City work; no agents.—RANK, "Solicitors' Journal" Office,
 27, Chancery-lane.

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ship or Conveyancing Clerkship Wanted by an
 admitted Solicitor with capital; satisfactory references;
 age 25; country preferred.—Address Box 35, Bath.

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